City of Glendale
Council Meeting Agenda

May 27, 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 Muncipal 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 Muncipal 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.

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.

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 adminsitrador 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

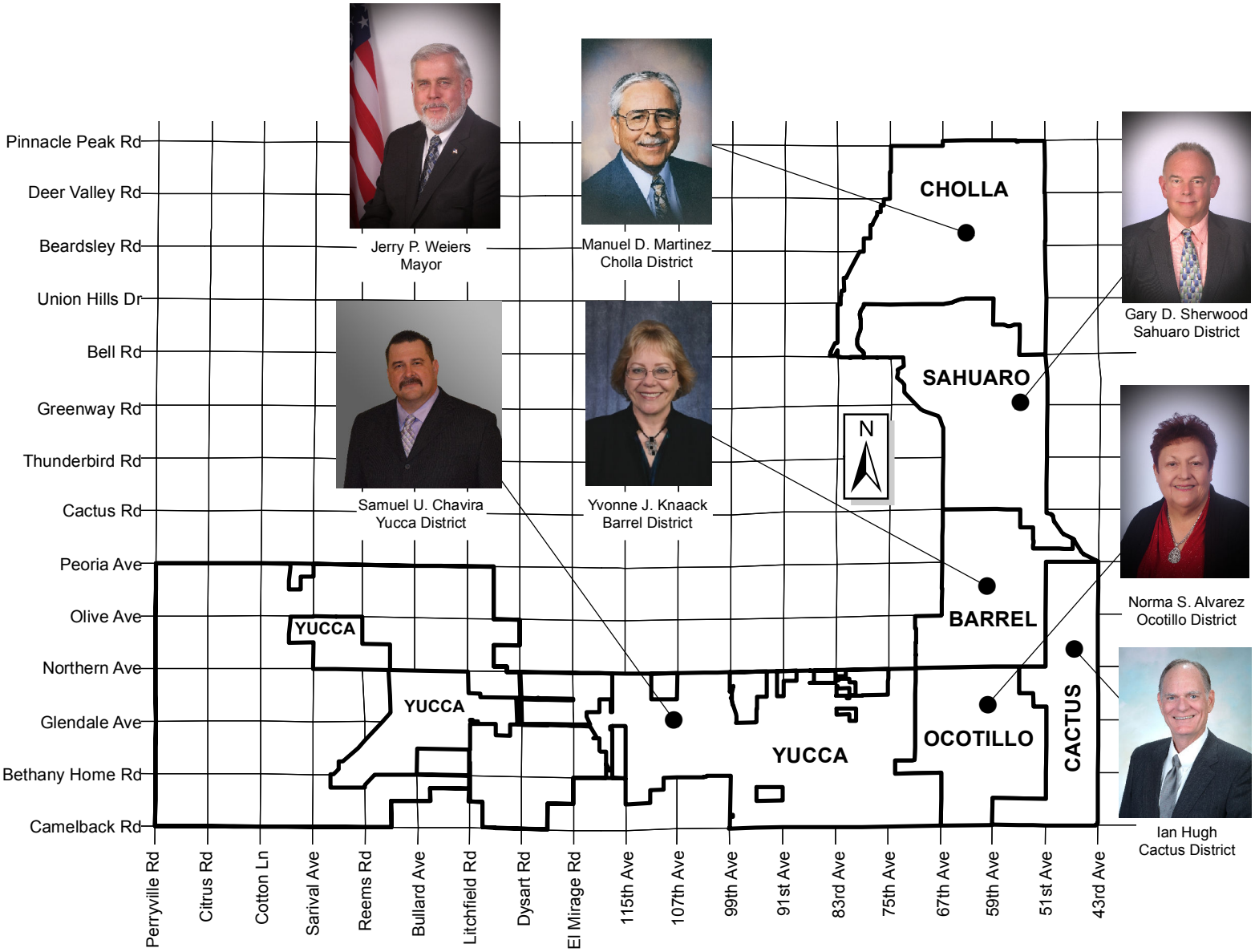
GLENDALE

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

Council District Boundaries



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GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
May 27, 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 MAY 13, 2014

APPROVAL OF THE MINUTES OF APRIL 22, 2014 EXECUTIVE SESSION (Minutes not attached; exempted pursuant to A.R.S. § 38-431.03(B))

BOARDS, COMMISSIONS AND OTHER BODIES

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

PROCLAMATIONS AND AWARDS

PROCLAIM JUNE 1-7, 2014 AS NATIONAL CPR AND AED AWARENESS WEEK
PRESENTED BY: Office of the Mayor
ACCEPTED BY: Dr. Ben Bobrow, Medical Director, Arizona Department of Health Services (ADHS) Bureau of Emergency Medical Services (EMS) and Trauma System

2014 RUTH BYRNE HISTORIC PRESERVATION AWARD
PRESENTED BY: Office of the Mayor
ACCEPTED BY: Kim Gladding, Senior Pastor, First United Methodist Church of Glendale

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 LIQUOR LICENSE NO. 5-13493, MARISCOS CULIACAN
PRESENTED BY: Susan Matousek, Revenue Administrator

2. APPROVE LIQUOR LICENSE NO. 5-13529, THE NEW KAHLUAS
PRESENTED BY: Susan Matousek, Revenue Administrator

3. APPROVE LIQUOR LICENSE NO. 5-13583, ANAYA'S FRESH MEXICAN RESTAURANT
PRESENTED BY: Susan Matousek, Revenue Administrator

4. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH UNIQUE MANAGEMENT SERVICES, INC. FOR LIBRARY COLLECTION SERVICES
PRESENTED BY: Cheryl Kennedy, Chief Librarian, Parks, Recreation and Library Services

5. AUTHORIZATION TO ENTER INTO AMENDMENT NO. ONE TO EXTEND AGREEMENT TERMS AND INCREASE EXPENDITURE AUTHORITY FOR PURCHASE OF EQUIPMENT, REPAIRS, AND MAINTENANCE FROM JAMES, COOKE AND HOBSON, INC.
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

6. RATIFICATION OF EXPENDITURE OF FUNDS FOR PURCHASE OF EQUIPMENT, REPAIRS, AND MAINTENANCE FROM JAMES, COOKE AND HOBSON, INC.
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

7. EXPENDITURE AUTHORIZATION FOR ELECTRICITY SERVICE FROM ARIZONA PUBLIC SERVICE COMPANY
PRESENTED BY: Stuart Kent, Executive Director, Public Works

8. EXPENDITURE AUTHORIZATION FOR ELECTRICITY SERVICE FROM SALT RIVER PROJECT
PRESENTED BY: Stuart Kent, Executive Director, Public Works

9. EXPENDITURE AUTHORIZATION FOR NATURAL GAS SERVICE FROM SOUTHWEST GAS CORPORATION

PRESENTED BY: Stuart Kent, Executive Director, Public Works

10. EXPENDITURE AUTHORIZATION FROM THE MUNICIPAL ARTS FUND FOR THE PERFORMING ARTS PARTNERSHIP PROGRAM FOR FY2014-15

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

11. AUTHORIZATION TO RENEW ANNUAL CONTRACT WITH GOVERNMENTJOBS.COM, INC. (NEOGOV) FOR APPLICANT TRACKING AND EMPLOYMENT APPLICATIONS

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

12. AUTHORIZATION TO INCREASE EXPENDITURE AUTHORITY WITH PROFORCE MARKETING, INC. FOR ADDITIONAL COSTS ASSOCIATED WITH FIREARMS PURCHASE

PRESENTED BY: Debora Black, Police Chief

CONSENT RESOLUTIONS

13. AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4800

14. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR 59TH AND OLIVE AVENUE INTERSECTION SAFETY IMPROVEMENTS

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4801

15. AUTHORIZATION FOR A LICENSE AND USE AGREEMENT WITH HEART FOR THE CITY FOR A COMMUNITY GARDEN

PRESENTED BY: Stuart Kent, Executive Director, Public Works
RESOLUTION: 4802

BIDS AND CONTRACTS

16. AWARD OF BID AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR IMPROVEMENTS AT THE OASIS WATER CAMPUS

PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

17. AWARD OF BID AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH NPL CONSTRUCTION CO. FOR UTILITY CUTS AND PAVEMENT AND CONCRETE REPAIR

PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

18. AWARD OF PROPOSAL 14-23 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH COMMUNITY SUPPORT SERVICES, INC. FOR HOME DETENTION AND ELECTRONIC MONITORING SERVICES

PRESENTED BY: Christopher Phelps, City Court Administrator

ORDINANCES

19. ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 2, ARTICLE V., DIVISION 5 RISK MANAGEMENT TRUST FUND AND DIVISION 6 WORKERS' COMPENSATION TRUST FUND

PRESENTED BY: Jim Brown, Executive Director, Human Resources and Risk Management
ORDINANCE: 2892

20. ADOPT AN ORDINANCE GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY ACROSS A PORTION OF CITY-OWNED PROPERTY AT 11480 WEST GLENDALE AVENUE

PRESENTED BY: Stuart Kent, Executive Director, Public Works
ORDINANCE: 2893

21. AUTHORIZATION TO TRANSFER CITY OF GLENDALE OWNED PROPERTY LOCATED AT 103RD AVENUE, APPROXIMATELY ¼ MILE NORTH OF NORTHERN AVENUE, TO THE CITY OF PEORIA

PRESENTED BY: Stuart Kent, Executive Director, Public Works
ORDINANCE: 2894

22. FISCAL YEAR 2013-2014 BUDGET AMENDMENTS

PRESENTED BY: Tom Duensing, Executive Director, Financial Services
ORDINANCE: 2895

RESOLUTIONS

23. FISCAL YEAR 2014-15 TENTATIVE BUDGET ADOPTION

PRESENTED BY: Tom Duensing, Executive Director, Financial Services
RESOLUTION: 4803

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

Items Respectfully Submitted,

Brenda S. Fischer, ICMA-CM
City Manager

MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
May 13, 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.

Mayor Weiers asked that Mr. Manual Cruz, who had passed away, be remembered.

The prayer/invocation was given by Father John Ssegawa, A.J. from St. Helen Catholic Church.

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

A statement was filed by the City Clerk that the 8 resolutions and 4 ordinances to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

Approval of the Minutes

It was moved by Councilmember Sherwood, and seconded by Vice Mayor Knaack, to dispense with the reading of the minutes of the April 22, 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 MAY 18 THROUGH MAY 24, 2014 AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF GLENDALE
PRESENTED BY: Office of the Mayor
ACCEPTED BY: City of Glendale Employees:

Mr. Bill Passmore, Engineering
Ms. Engrid Hayes, Field Operations
Mr. Kevin Link, Transportation
Mr. Louie Gomez, Water Services

This is a request for City Council to proclaim May 18 through May 24, 2014 as National Public Works Week in the City of Glendale.

Bill Passmore (Engineering), Engrid Hayes (Field Operations), Kevin Link (Transportation), and Louie Gomez (Water Services) received the proclamation on behalf of all Glendale employees who provide and maintain the infrastructure and services collectively known as Public Works.

CONSENT AGENDA

Ms. Brenda Fischer, City Manager, read agenda item numbers 1 through 8.

1. APPROVE LIQUOR LICENSE NO. 5-13281, DUBINA BREWING CO.
   PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 3 (Domestic Microbrewery) license for Dubina Brewing Co. located at 17035 North 67th Avenue, Suite 6-7. The Arizona Department of Liquor Licenses and Control application (No. 03073076) was submitted by James Joseph Dubina.

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

2. APPROVE LIQUOR LICENSE NO. 5-13375, FLASH MINI MART
   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 for Flash Mini Mart located at 5954 West Bethany Home Road. The Arizona Department of Liquor Licenses and Control application (No. 10076516) was submitted by Ali Tariq Awawdeh.

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

3. EXPENDITURE AUTHORIZATION FOR LEAGUE OF ARIZONA CITIES AND TOWNS 2014-15 MEMBERSHIP DUES
   PRESENTED BY: Brent Stoddard, Intergovernmental Programs Director

This is a request for City Council to approve expenditure authorization by the City Manager to the League of Arizona Cities and Towns (LACT) for the Fiscal Year (FY) 2014-15 membership dues for the City of Glendale in an amount not to exceed $88,250.

4. AUTHORIZATION TO INCREASE SPENDING AUTHORITY FOR MUNICIPAL EMERGENCY SERVICES FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT
   PRESENTED BY: Mark Burdick, Fire Chief

This is a request for City Council to approve an increase to a purchase order for Municipal Emergency Services (MES) for the purchase of Personal Protective Equipment (PPE).

5. AUTHORIZATION TO INCREASE SPENDING AUTHORITY FOR UNITED FIRE FOR THE PURCHASE OF SELF CONTAINED BREATHING APPARATUSES
   PRESENTED BY: Mark Burdick, Fire Chief

This is a request for City Council to approve an increase of a purchase order to United Fire for the purchase of Self Contained Breathing Apparatuses (SCBA) upgrades to $142,291 for fiscal year (FY) 2014/15.

6. AUTHORIZATION TO EXTEND THE MAINTENANCE AND SUPPORT AGREEMENT WITH MORPHOTRAK, LLC
   PRESENTED BY: Debora Black, Police Chief

This is a request for City Council to authorize the extension of the maintenance and support agreement with MorphoTrak, LLC in the amount of $38,977, and authorize the City Manager or designee to automatically renew the maintenance and support agreement annually upon consent of both parties.

7. AUTHORIZATION TO PURCHASE NEW EQUIPMENT FROM MORPHOTRAK, LLC
   PRESENTED BY: Debora Black, Police Chief

This is a request for City Council to authorize a purchase from MorphoTrak, LLC in the approximate amount of $27,585 for the purchase of 15 MorphoIDent mobile fingerprint identification devices.

8. EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF ADDITIONAL EQUIPMENT FOR POLICE MOTORCYCLES
   PRESENTED BY: Debora Black, Police Chief

This is a request for City Council to authorize the expenditure of funds for the purchase of 14 box trunks from Creative Communications Sales & Rentals, Inc. in the approximate amount of $28,000 to complete the outfitting of the police motorcycle fleet. This purchase, combined with previous purchases from Creative Communications Sales & Rentals, Inc., equals an amount exceeding the $50,000 expenditure authority limit to any single vendor and therefore requires Council approval.

It was moved by Councilmember Martinez and seconded by Vice Mayor Knaack, to approve the recommended actions on Consent Agenda Item Numbers 1 through 8, and to forward Liquor License Application No. 5-13281 for Dubina Brewing Co. and Liquor License

Application No. 5-13375 for Flash Mini Mart 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 numbers 9 through 13 by number and title.

9. AUTHORIZATION TO ENTER INTO A CHANGE ORDER TO THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY CONTRACT TO ACCEPT ADDITIONAL FUNDING
   PRESENTED BY: Debora Black, Police Chief
   RESOLUTION: 4791

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the City Manager to enter into Change Order No. 2014A-029 to the Arizona Governor's Office of Highway Safety (GOHS) Contract 2014-PT-041 to accept an increase in funding in the approximate amount of $79,000 to purchase additional capital outlay equipment for the Selective Traffic Enforcement Program (STEP).

RESOLUTION NO. 4791 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF CHANGE ORDER NO. 2014A-029 TO THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

10. AUTHORIZATION TO ACCEPT ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS FOR A DUI/ALCOHOL ENFORCEMENT VEHICLE AND PARTICIPATION IN THE BUCKLE UP ARIZONA ENFORCEMENT CAMPAIGN
    PRESENTED BY: Debora Black, Police Chief
    RESOLUTION: 4792

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the City Manager to accept two Arizona Governor's Office of Highway Safety (GOHS) grants in the total approximate amount of $55,000 for the purchase of a DUI/Alcohol enforcement vehicle and personnel related expenses to participate in the two-week "Buckle Up Arizona" enforcement campaign.

RESOLUTION NO. 4792 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF TWO GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

11. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR MARYLAND AVENUE BIKE ROUTE SPOT IMPROVEMENTS

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4793

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for design and construction of spot improvements to an existing bicycle route along Maryland Avenue where gaps in the route currently exist.

RESOLUTION NO. 4793 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF MULTI-USE PATHWAYS, WIDENING, AND BIKE LANE STRIPING FROM MARYLAND AVENUE, 67TH TO 69TH AVENUES AND 79TH TO 83RD AVENUES.

12. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE NEW RIVER NORTH SHARED USE PATHWAY
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4794

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for design and construction of improvements to the New River pathway system in north Glendale.

RESOLUTION NO. 4794 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 13-0003922-I) FOR THE NEW RIVER NORTH SHARED USE PATHWAY PROJECT IN THE CITY OF GLENDALE.

13. AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR A SIGN INVENTORY MANAGEMENT SYSTEM AND SIGN UPGRADES
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4795

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the procurement of a sign inventory management system and sign upgrades at various locations in the city.

RESOLUTION NO. 4795 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION RELATING TO THE "SIGN INVENTORY MANAGEMENT SYSTEM AND SIGN UPGRADE" PROJECT IN VARIOUS LOCATIONS IN THE CITY OF GLENDALE.

It was moved by Vice Mayor Knaack and seconded by Councilmember Chavira, to approve the recommended actions on Consent Agenda Item Numbers 9 through 13, including the approval and adoption of Resolution No. 4791 New Series, Resolution No. 4792 New Series, Resolution No. 4793 New Series, Resolution No. 4794 New Series, Resolution No. 4795 New Series; The motion carried unanimously.

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

14. REZONING APPLICATION ZON13-12 (ORDINANCE): CATANIA R1-7 PRD – 8645 WEST GLENDALE AVENUE (PUBLIC HEARING REQUIRED)
    PRESENTED BY: Jon M. Froke, AICP, Planning Director
    ORDINANCE: 2888

This is a request by Withey Morris PLC representing K-Hovnanian Homes for City Council to approve a Rezoning Application on 20 acres. The request is to rezone from A-1 (Agricultural) to R1-7 PRD (Single Residence, Planned Residential Development).

The applicant intends to develop a gated community titled "Catania." Seventy nine lots are planned for new single family homes. The property is located at the southeast corner of Glendale Avenue and 87th Avenue.

Staff is requesting Council conduct a public hearing, waive reading beyond the title, and approve an ordinance for ZON13-12, subject to the stipulations as recommended by the Planning Commission.

Mr. Froke provided further explanation of where the property was located. The rezoning would allow 79 detached homes in a gated community. He said the east half of 87th Avenue will be completed when K-Hovnanian Homes completes this project. He said there were several stipulations recommended by the Planning Commission and staff recommends approval of this project.

Jason Morris of Withey Morris complimented staff on the assistance and recommendations they provided during the approval process.

Mayor Weiers opened the public hearing on Agenda Item No. 14.
As there were no comments, Mayor Weiers closed the public hearing.

ORDINANCE NO. 2888 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 R1-7 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

It was moved by Councilmember Chavira, and seconded by Councilmember Martinez, to approve Ordinance No. 2888 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.

15. GENERAL PLAN AMENDMENT GPA13-08 (RESOLUTION) AND REZONING APPLICATION ZON13-13 (ORDINANCE): MING GENERAL PLAN AMENDMENT AND REZONE – 6812 WEST PARADISE LANE (PUBLIC HEARING REQUIRED)
    PRESENTED BY: Jon M. Froke, AICP, Planning Director
    RESOLUTION: 4796
    ORDINANCE: 2889

This is a request by the property owner, Matthew Ming, to amend the general plan designation on his property from 8-12 (MHDR - Medium-High Density Residential) to 3.5 -5 (Medium Density Residential) and to rezone the property from A-1 (Agricultural) to R1-4 (Single Residence) zoning district on 1.84 acres.

Staff is requesting Council conduct a public hearing, waive reading beyond the titles, and adopt a resolution for GPA13-08 and approve an ordinance for ZON13-13, subject to the stipulations as recommended by the Planning Commission.

Mr. Froke provided explanation of the amendments requested. He said the Planning Commission recommended approval with several stipulations.

Mayor Weiers opened the public hearing on Agenda Item No. 15.

As there were no comments, Mayor Weiers closed the public hearing.

RESOLUTION NO. 4796 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 GPA13-08 FOR PROPERTY LOCATED AT 6812 WEST PARADISE LANE.

It was moved by Councilmember Sherwood, and seconded by Vice Mayor Knaack, to pass, adopt and approve Resolution No. 4796 New Series. The motion carried unanimously.

ORDINANCE NO. 2889 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 6812 WEST PARADISE LANE FROM A-1 (AGRICULTURAL) TO R1-4 (SINGLE RESIDENCE); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

It was moved by Councilmember Sherwood, and seconded by Councilmember Chavira, to approve Ordinance No. 2889 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.

16. GENERAL PLAN AMENDMENT GPA13-03 (RESOLUTION) AND REZONING APPLICATION ZON13-06 (ORDINANCE): WEST POINTE VILLAGE PAD – 7041 WEST OLIVE AVENUE (PUBLIC HEARING REQUIRED)
    PRESENTED BY: Jon M. Froke, AICP, Planning Director
    RESOLUTION: 4797
    ORDINANCE: 2890

These requests are by Dave Cisiewski Esq. representing Westside Land LLC for City Council to approve a General Plan Amendment and a Rezoning Application on 26.28 acres. The request is to amend the General Plan designation from 12-20 (High Density Residential 12/20 DU/AC) to 5-8 (Medium-High Density Residential) and to amend the general plan designation from GC (General Commercial) to PC (Planned Commercial) on 2.64 acres.

Additionally, the applicant is requesting to amend the existing Planned Area Development (PAD) to delete the multifamily component and add a single-family residential component and to delete the C-1 (Neighborhood Commercial) land uses and permit NSC (Neighborhood Shopping Center) land uses.

Staff is requesting Council conduct a public hearing, waive reading beyond the titles, and adopt a resolution for GPA13-03 and approve an ordinance for ZON13-06, subject to the stipulations as recommended by the Planning Commission.

Mr. Froke provided more detailed information on this application. He said this property never developed due to the recession. The applicant would like to develop this land for commercial and detached single family homes. He said the recommendation is to approve this application subject to the stipulations recommended by the Planning Commission.

Vice Mayor Knaack said this project has been in the works for many years and after being put on hold during the recession, it has come back even better. She said it will be nice to have 71st Avenue finished through to Olive Avenue.

Mayor Weiers opened the public hearing on Agenda Item No. 16.

As there were no comments, Mayor Weiers closed the public hearing.

RESOLUTION NO. 4797 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 GPA13-03 FOR PROPERTY LOCATED AT 7041 WEST OLIVE AVENUE.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Chavira, to pass, adopt and approve Resolution No. 4797 New Series. The motion carried unanimously.

ORDINANCE NO. 2890 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 TO AMEND AN EXISTING PAD (PLANNED AREA DEVELOPMENT) FOR DEVELOPMENT PLAN TITLED "WEST POINTE VILLAGE" LOCATED AT 7041 WEST OLIVE AVENUE; AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Martinez, to approve Ordinance No. 2890 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.

LAND DEVELOPMENT ACTIONS

17. FINAL PLAT APPLICATION FP13-02: RE-PLAT OF COPPER COVE PHASE 2 – 9300 WEST CAMELBACK ROAD
PRESENTED BY: Jon M. Froke, AICP, Planning Director

This is a request by Bowman Consulting Group, representing DR Horton Inc., for City Council to approve the final plat of Copper Cove Phase 2, a Planned Residential Development, located at 9300 West Camelback Road.

Staff recommends approval of Final Plat Application FP13-02.

Mr. Froke provided photos for context of property location. He said action tonight will be the final step before construction begins on this project.

Councilmember Chavira wanted to bring attention to these developments and the value they bring to the city is very important. He said these products are very appealing for buyers to move into the city. These developments are taking place in the Yucca District and he thanked everyone who is bringing these projects to the city.

It was moved by Councilmember Hugh, and seconded by Councilmember Chavira, to approve the final plat of Copper Cove Phase 2, a Planned Residential Development, located at 9300 West Camelback Road. The motion carried unanimously.

BIDS AND CONTRACTS

18. AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH NEW WESTGATE, LLC FOR THE GALLERY GLENDALE AT WESTGATE RETAIL SPACE
PRESENTED BY: Erik Strunk, Executive Director, Parks, Recreation and Library Services

This is a request for City Council to approve a new, one-year lease agreement to provide the city with 3,050 leasable square feet of retail space for the "Gallery Glendale at Westgate."

Mr. Strunk said this is a one year lease agreement to provide leasable space for the Glendale Gallery at Westgate. He said both parties feel it is advantageous to continue the lease. He said the value of the lease is about $100,000 per year, although the city is not being asked to pay that. He also said Westgate has agreed to pay the utilities costs, which is about $10,000 per year. In exchange the city will continue its program at Westgate.

It was moved by Councilmember Chavira, and seconded by Vice Mayor Knaack, to approve a new, one-year lease agreement to provide the city with 3,050 leasable square feet of retail space for the "Gallery Glendale at Westgate." The motion carried unanimously.

19. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR PYRAMID PEAK WATER TREATMENT PLANT PROCESS AND EXPANSION EVALUATION
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with Black and Veatch Corporation in an amount not to exceed $174,960 for process and expansion evaluations for the Pyramid Peak Water Treatment Plant (PPWTP).

Mr. Johnson said this agreement will evaluate the plant's treatment processes and provide recommendations for improvements and assist in the potential for expansion for future demands by the City of Peoria. The City of Peoria will reimburse their portion of the costs for this project. He said Black and Veatch was the best qualified respondent for this project.

Councilmember Sherwood asked if Peoria had the budget for their share of the cost of this project. Mr. Johnson said Peoria has indicated they have funds in their CIP for this evaluation. Councilmember Sherwood asked if the expansion is deemed appropriate and the project moves forward, he asked if Peoria would cover 100 percent of the cost and their equity agreement would increase. Mr. Johnson said that is correct.

It was moved by Councilmember Martinez, and seconded by Councilmember Hugh, to authorize the City Manager to enter into a professional services agreement with Black and Veatch Corporation in an amount not to exceed $174,960 for process and expansion evaluations for the Pyramid Peak Water Treatment Plant. The motion carried unanimously.

20. AUTHORIZATION TO ENTER INTO AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GHD, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES AT THE WEST AREA WATER RECLAMATION FACILITY
PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

This is a request for City Council to authorize the City Manager to enter into an amendment to the Professional Services Agreement with GHD, Inc. for additional construction administration services at the West Area Water Reclamation Facility in amount not to exceed $20,670.30.

Mr. Johnson said the original agreement was for an equipment rehabilitation project. During construction, a potential structural issue was discovered which required additional engineering review, design and construction administration, which represents the additional costs required.

It was moved by Councilmember Sherwood, and seconded by Vice Mayor Knaack, to authorize the City Manager to enter into an amendment to the Professional Services Agreement with GHD, Inc. for additional construction administration services at the West Area Water Reclamation Facility in amount not to exceed $20,670.30. The motion carried unanimously.

21. AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACTION DIRECT, LLC FOR THE ROSE LANE PARK STORM DRAIN MODIFICATIONS PROJECT
PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to authorize the City Manager to enter into a construction agreement with Action Direct, LLC d.b.a. Redpoint Contracting, for the construction of storm drain piping and associated drywells in Rose Lane Park in an amount not to exceed $63,880.

Mr. Kent said storm drain related facilities are in the process of being upgraded and this will allow the installation of two drywells that will connect to the storm drain system. He said Action Direct, dba Redpoint Contracting was the most responsive bid.

It was moved by Councilmember Hugh, and seconded by Councilmember Martinez, to authorize the City Manager to enter into a construction agreement with Action Direct, LLC d.b.a. Redpoint Contracting, for the construction of storm drain piping and associated drywells in Rose Lane Park in an amount not to exceed $63,880. The motion carried unanimously.

22. AWARD OF BID 14-20 AND AUTHORIZATION TO PURCHASE TRAFFIC SIGN POSTS FROM XCESSORIES SQUARED SOUTHWEST INC.
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services

This is a request for City Council to award Invitation for Bid (IFB) 14-20 and authorize the purchase of traffic sign posts, bases, sleeves and rivets to Xcessories Squared Southwest Inc. in an amount not to exceed $244,488.75.

Ms. Colbath said an Invitation for Bid was issued and Xcessories Squared was the most responsive bidder and the contract provides for four one-year extensions to this contract based on satisfactory performance. Funding is available in the signs and markings budget.

It was moved by Councilmember Chavira, and seconded by Councilmember Hugh, to award Invitation for Bid (IFB) 14-20 and authorize the purchase of traffic sign posts, bases, sleeves and rivets to Xcessories Squared Southwest Inc. in an amount not to exceed $244,488.75. The motion carried unanimously.

23. AUTHORIZATION TO EXTEND EXISTING CONTRACT WITH DELTA DENTAL OF ARIZONA
    PRESENTED BY: Jim Brown, Executive Director, Human Resources & Risk Management

This is a request for City Council to extend the current contract for Delta Dental of Arizona through June 30, 2015.

Mr. Brown provided a brief history of the Delta Dental contract. Delta Dental has agreed to extend the contract for one year with no additional costs to the city. The cost for this plan is in the FY14-15 budget. An RFP will be conducted for new dental services in the fall 2014.

It was moved by Councilmember Martinez, and seconded by Vice Mayor Knaack, to extend the current contract for Delta Dental of Arizona through June 30, 2015. The motion carried unanimously.

24. AUTHORIZATION TO EXTEND EXISTING CONTRACT WITH EMPLOYERS DENTAL SERVICES
    PRESENTED BY: Jim Brown, Executive Director, Human Resources & Risk Management

This is a request for City Council to extend the current contract for Employers Dental Services through June 30, 2015.

Mr. Brown provided a brief history of the contract with Employers Dental Services (EDS). EDS has agreed to extend the contract for one year with no additional costs to the city. The cost for this plan is in the FY14-15 budget. An RFP will be conducted for new dental services in the fall 2014.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Chavira, to extend the current contract for Employers Dental Services through June 30, 2015. The motion carried unanimously.

25. AUTHORIZATION TO EXTEND EXISTING CONTRACT WITH THE HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
    PRESENTED BY: Jim Brown, Executive Director, Human Resources & Risk Management

This is a request for City Council to extend current contract for The Hartford Life and Accident Insurance Company through June 30, 2015.

Mr. Brown provided a brief history of the Hartford Life and Accident Insurance Company. Hartford Life has agreed to extend the contract for one year with no additional costs to the city. The cost for this plan is in the FY14-15 budget. An RFP will be conducted for new insurance services in the fall 2014.

Councilmember Alvarez asked if this contract began in 2008. Mr. Brown said it did. Councilmember Alvarez asked if the rate was guaranteed through 2011. Mr. Brown said that was correct. Councilmember Alvarez asked what happened between 2011 and 2014. Mr. Brown said there has not been a bid on Hartford Life and in December 2013 came to Council for ratification. At that time, information was provided to Council that this had not come up for bid and had not come to Council. He said Council ratified that agreement in December 2013 and they were asking for a one year extension so it can be put out for bid in the fall 2014. Councilmember Alvarez asked why this was not put out for bid between 2008 and 2014. Mr. Brown said Human Resources has a high turnover rate and to put this out for bid would have been very difficult with the limited staffing resources. He said they did put the medical plan out for bid and they put their resources into that bid process. Due to the length of time of that bid process, there wasn't enough time or staff to bid the other services. Mr. Brown said what occurred prior to 2011 was under the previous HR director and the benefits administration. He said he did not have the exact information and it should have gone out to bid in 2011. He said that is why he brought it to Council to get it ratified.

Councilmember Alvarez asked when was the last time the city bid for the medical insurance. Mr. Brown said they bid the medical this year. Councilmember Alvarez asked when they bid medical prior to that. Mr. Brown said he did not have that exact date in front of him, but it was about 2007 to 2008 and it was a five year contract. Councilmember Alvarez commented they received information in 2011 that stated they had not gone out to bid, but the work was done by the benefits and personnel director. She said there was a glitch in the attorney's office. She said Mr. Brown mentioned benefits, but she did not think that was correct, she thought it was something else. She said they should go out to bid and not just have extensions as they are not giving opportunities to other companies.

It was moved by Councilmember Sherwood, and seconded by Councilmember Chavira, to extend current contract for The Hartford Life and Accident Insurance Company through June 30, 2015. The motion carried unanimously.

ORDINANCE AND RESOLUTION – DEVELOPMENT IMPACT FEES SCHEDULE

26. ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 28, ARTICLE VI. DEVELOPMENT IMPACT FEES, AND ADOPT A RESOLUTION AMENDING THE SCHEDULE OF COMMUNITY DEVELOPMENT IMPACT FEES
    PRESENTED BY: Stuart Kent, Executive Director, Public Works
    ORDINANCE: 2891
    RESOLUTION: 4798

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending the Glendale City Code, Chapter 28, Article VI. Development Impact Fees, by repealing existing Chapter 28, Article VI, Sections 28-125 through 28-149, and adopting in its place a new Development Impact Fees ordinance of the City of Glendale, Chapter 28, Article VI, Sections 28-125 through 28-149, with an effective date of July 31, 2014.

This is also a request for City Council to waive reading beyond the title and adopt a resolution amending the Schedule of Community Development Impact Fees for the City of Glendale, with an effective date of July 31, 2014.

Mr. Kent provided a brief history of this item and thanked Tischler Bise Consulting who assisted in preparing the fee schedule being presented. Mr. Kent explained the new fee schedule.

ORDINANCE NO. 2891 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 28, PLANNING AND DEVELOPMENT, ARTICLE VI, DEVELOPMENT IMPACT FEES; DELETING THE CURRENT SCHEDULE OF COMMUNITY DEVELOPMENT IMPACT FEES; AND ESTABLISHING AN EFFECTIVE DATE.

It was moved by Councilmember Hugh, and seconded by Councilmember Chavira, to approve Ordinance No. 2891 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.

RESOLUTION NO. 4798 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REPEALING THE CURRENT SCHEDULE OF COMMUNITY DEVELOPMENT IMPACT FEES; ADOPTING A NEW SCHEDULE OF COMMUNITY DEVELOPMENT IMPACT FEES; AND ESTABLISHING AN EFFECTIVE DATE.

It was moved by Councilmember Hugh, and seconded by Councilmember Chavira, to pass, adopt and approve Resolution No. 4798 New Series. The motion carried unanimously.

<u>PUBLIC HEARING – RESOLUTIONS</u>

27. ADOPT A RESOLUTION AUTHORIZING SUBMISSION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FY 2014-2015 ANNUAL ACTION PLAN (PUBLIC HEARING REQUIRED)
    PRESENTED BY: Sam McAllen, Executive Director, Neighborhood and Human Services
    RESOLUTION: 4799

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt a resolution authorizing submission of the City of Glendale Program Year Five Annual Action Plan FY 2014-2015 to the U.S. Department of Housing and Urban Development (HUD). Also, request for City Council to authorize the City Manager to sign the CPMP non-state Grantee Certification, CDBG Certification, ESG Certification, and Appendix A Certification which certifies

full compliance with all requirements of the FY 2010-14 Consolidated Plan and Federal Regulation 24 CFR 91.105.

Mr. McAllen provided a history of this application and approval process and requested Council approve this annual action plan.

Mayor Weiers opened the public hearing on Agenda Item No. 27.

As there were no comments, Mayor Weiers closed the public hearing.

RESOLUTION NO. 4799 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2014-15 ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; ACCEPTING: (1) A COMMUNITY DEVELOPMENT BLOCK GRANT UP TO AN AMOUNT OF $2,080,497, (2) A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION UP TO AN AMOUNT OF $512,309, AND (3) EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDING UP TO AN AMOUNT OF $169,835 AND AUTHORIZING THE ALLOCATION OF THE FUNDS.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Martinez, to pass, adopt and approve Resolution No. 4799 New Series. The motion carried unanimously.

Councilmember Sherwood complimented the staff who worked on this project. He said the grants get tougher to get each year and it is a very competitive process. He said Habitat for Humanity is one of the nonprofits that receive these funds and they make sure the money goes a long way. He said it is important to keep these funds coming in and it is important for the lower income neighborhoods as well. He also commended CDAC for the time they spent on this project.

Councilmember Martinez thanked everyone that was involved in the process. He knows there is never enough money for all the requests that come in. He thanked everyone that worked on this.

Councilmember Alvarez thanked CDAC, but questioned why they are providing funding for homeless assistance outside Glendale when Glendale has churches that are doing a lot of the work. She said once again they put money into an outside agency that provides no proof as to where the money goes and what services they provide. She said they should think about giving to the same homeless organization and they should give money to the churches that are doing the same work.

<u>REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION</u>

It was moved by Vice Mayor Knaack, and seconded by Councilmember Hugh, to hold a City Council Workshop at 1:30 p.m. in the Council Chambers, Room B-3 on Tuesday, May, 20, 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, said his subject concerns salaries and benefits of Glendale employees. He discussed the pension of the former city manager. He also discussed the salaries of various city employees and the top 50 highest paid employees in the city. He said some of these employees are paid more than Arizona congressmen. He said over 400 employees make over $100,000 a year and many of those are from Police and Fire. He spoke about property taxes continuing to rise.

Randy Miller, a Barrel resident, spoke about the new voting system the Council was considering and said he cannot see them spending that kind of money. He spoke about putting the City Council information packet on the computer and accessing it during the meetings. He noted it was not easy to use.

Kenneth Sturgis, a Yucca resident, spoke about the ticket surcharges for hockey. He discussed the amount of hockey tickets that were given away for free and the money the city has received to date. He requested that the annual budget provided by IceArizona and the monthly arena reports be placed on the city's budget webpage. He asked if the City Council would ever see a return on their investment.

Bob Gonzalo, a Yucca resident, said the city does not go through a budget process where the people can participate. He said Phoenix had the courage to bring up the budget and Council made difficult decisions. He said Glendale doesn't give anyone an opportunity to provide input about the budget. He said Councilmember Sherwood is making comments for the whole city and the comments should come from the Mayor, not anyone else. He said the city has created a culture where they can get away with things. He said the Council needs to break this habit and they need to do the right thing.

Arthur Thruston, a Cactus resident, said he had a nightmare. He said Councilmember Sherwood was one of the Councilmembers that voted for the Coyotes to save the city. He quoted from the Glendale Star regarding comments made by Councilmember Sherwood. He said his nightmare is when the Council votes to bankrupt the city. He mentioned the voting records of several other Councilmembers.

Bonnie Steiger, a Sahuaro resident, said the Mayor and Council are doing a good job. She said she is tired of coming to the Council meetings and hearing the public slam Councilmember Sherwood. She said they need to have more grace.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Alvarez said she has had a lot of input regarding the sales tax. She said the major complaint is the people they gave money to and they are not getting anything in return. She said this is a good time to renegotiate these contracts. They need to approach the businesses and say they will be violating the gift clause if they do not have a return on their investment. She said if they give taxpayers money and do not receive a return on their investment, they are violating the law. She said they need to come up with a plan instead of extending taxes and still giving money

away. She said they cannot continue this. She said the city is going to get sued because this is against the law. She said if they did, the city would not be in the position it is in. She requested publicly that the city do something about their financial crisis. She said city services are down and people blame the employees. She said the employees cannot do anything about it. She said they need to be responsible to the public as they are using taxpayer money. She quoted the Arizona Constitution. She said the contracts have not provided a financial benefit to the city.

Councilmember Martinez commented that since the Arena Management Agreement had been brought up he wanted to remind everyone that it is $15 million a year and 9M would come from parking, ticket surcharges, and naming rights for a total of $45M. If they don't stay for five years and the city has not recouped the full amount ($45M) the shortfall from revenues would be made up by the Team Owner and Arena Manager.

Councilmember Chavira said the last speaker mentioned grace. He said social grace is a gift they give to each other. He wanted to talk about his constituent, Manny Cruz. He said Manny will never be gone in his heart. He told a story about Mr. Cruz putting his hat in the ring to become Mining Inspector. He thanked Manny as a constituent and said he would forever be in his heart.

Mayor Weiers spoke about Mr. Cruz and said he was always a gentleman. He said he had multiple occasions in his political career to be on opposing sides, but always tries to be a gentleman. He said Manny always tried to do the right thing. He said the city and state has had a great loss. He said he was probably was better off, but the city was not.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:37 p.m.

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Pamela Hanna - City Clerk

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
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.

Arts Commission				
Marilyn E	Barrel	Appointment	05/27/2014	09/27/2015
Board of Adjustment				
Barbara Garland	Cactus/ Ocotillo	Reappointment	06/30/2014	06/30/2016
William Toops	Barrel	Reappointment	06/30/2014	06/30/2016
William Toops – Chair	Barrel	Appointment	06/30/2014	06/30/2015
Lynda Vescio – Vice Chair	Cholla	Appointment	06/30/2014	06/30/2015
Citizens Bicycle Advisory Committee				
Larry Flatau	Barrel	Appointment	07/25/2014	07/25/2016
General Plan Steering Committee				
Dr. Francis Sisti	Cholla	Appointment	05/27/2014	01/01/2016
Bruce Larson	Mayoral	Appointment	05/27/2014	01/01/2016
Historic Preservation Commission				
Theodora Hackenberg	Barrel	Appointment	05/27/2014	04/13/2016
Parks & Recreation Advisory Commission				
Chase MacKay – Teen	Yucca	Appointment	05/27/2014	05/27/2015
Yesenia Rascon – Teen	Ocotillo	Reappointment	05/27/2014	05/27/2015
Public Safety Personnel Board/Fire				
Joe Hester	N/A	Reappointment	07/01/2014	07/01/2018
Mark Manor	N/A	Reappointment	07/01/2014	07/01/2018
Risk Management/Worker's Compensation Trust Fund Board				
Kenneth Wixon	Cactus	Appointment	07/24/2014	07/24/2017

CITY COUNCIL REPORT

Meeting Date: **5/27/2014**
Meeting Type: **Voting**
Title: **PROCLAIM JUNE 1-7, 2014 AS NATIONAL CPR AND AED AWARENESS WEEK**
Staff Contact: **Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to proclaim June 1-7, 2014, as National CPR and AED Awareness Week to strengthen the bystander "link" in the "cardiac chain of survival" for victims of ventricular fibrillation/sudden cardiac arrest.

Doctor Ben Bobrow is a member of the Arizona Emergency Medicine Research Center and the Sarver Heart Center at the University of Arizona. He is the medical director for the Arizona Department of Health Services (ADHS) Bureau of Emergency Medical Services (EMS) and Trauma System and will be present to accept the proclamation.

Background

Sudden cardiac arrest is the number one cause of death in the United States. Survival from this potentially fatal cardiac emergency, particularly in the out-of-hospital setting, has not significantly increased over the years. Survival rates range from 1% to 40% depending on city and region. It is estimated that if survival rates averaged a mere 20%, over 50,000 lives would be saved each year in our country.

The ADHS Bureau of EMS & Trauma System established the Save Hearts in Arizona Registry and Education (SHARE) Program to promote a comprehensive, standardized system of out-of-hospital cardiac arrest care throughout Arizona. In 2005, Glendale was one of two valley fire departments trained by Dr. Bobrow to implement the CCC-CPR protocol. In conjunction with the City of Glendale Fire Department offering Continuous Chest Compressions–Cardiopulmonary Resuscitation (CCC-CPR) and Automatic External Defibrillator (AED) training, along with AED units located across the city in public buildings and heavy traffic areas, the city can promote evidence-based treatment and improve survival from out-of-hospital cardiac arrest.

Community Benefit/Public Involvement

Protecting the public, whether they are living here, working in, or visiting the City of Glendale, is an important goal for the City of Glendale and the Glendale Fire Department. Providing free one-hour CCC-CPR and AED classes to the public upon request of businesses, clubs, groups, organizations, and schools are the steps to accomplish that goal. Training as many potential users of AED devices, having bystander CCC-CPR performed early in cardiac arrest, and ensure trainees

know to call 911 as soon as possible during an emergency will save lives. The goal this year is to transform awareness into action by encouraging citizens, organizations, and businesses to:

- ***Learn CCC-CPR –*** Contact the Glendale Fire Department. The department provides free one-hour CCC-CPR and AED classes to the public upon request.
- ***Know where the closest AED is located –*** AED units are located across the city in public buildings and heavy traffic areas. Several businesses have purchased and registered their AED units with the SHARE Program.
- ***Call 911–*** Call 911 as soon as possible in an emergency. Stay on the line with the 911 operator until you are instructed to hang up.
- ***Get Involved –*** There are many ways to get involved and be part of saving a life. Learning how to call 911 early in an emergency and what information the operator needs to know. Take a class on CCC-CPR and invite a friend to go with you. If you belong to a group or an organization, get everyone involved. When you are out in a public or private building, be aware of the location of any AED unit. You never know when you may be called to action. Community leaders agree and support having AED units strategically placed in public buildings throughout the city. Typically less than 20% of bystanders do ANY CPR in Arizona. With your help, that number can be changed.

CITY COUNCIL REPORT

Meeting Date: **5/27/2014**
Meeting Type: **Voting**
Title: **2014 RUTH BYRNE HISTORIC PRESERVATION AWARD**
Staff Contact: **Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request by the Historic Preservation Commission for City Council to recognize the First United Methodist Church as the recipient of the prestigious Ruth Byrne Historic Preservation Award for its dedication to the preservation of Glendale's historic heritage.

Senior Pastor, Kim Gladding, will be present to accept the award.

Background

The Ruth Byrne Historic Preservation Award was established in 1996. The purpose of the award is to recognize individuals or organizations that have made significant contributions to the preservation of Glendale's historic and cultural resources. This prestigious award is named after Ruth Byrne, a Glendale native, in honor of her dedicated work and ongoing efforts to preserve Glendale's history.

Each year, Council presents the award during the month of May in recognition of National Historic Preservation Month. After careful review and evaluation, the Historic Preservation Commission selected the First United Methodist Church as the 19th annual award recipient.

The church, located at 7102 North 58th Drive, has been a mainstay of Historic Downtown Glendale since 1897. As its 120th anniversary nears, the church has served the community uninterruptedly since it was incorporated on June 18, 1897. The issuance of the award will acknowledge the achievements and dedication of First United Methodist Church.

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. The First United Methodist Church of Glendale was designed in the Gothic Revival architecture. The design elements include granite columns, arches, and a 50-foot bell tower. The church was listed on the National Register of Historic Places on January 11, 2006. The church was a featured stop on the 11th Annual Historic Preservation Tour which was held on Saturday, May 3, 2014.

CITY COUNCIL REPORT

Meeting Date: **5/27/2014**
Meeting Type: **Voting**
Title: **APPROVE LIQUOR LICENSE NO. 5-13493, MARISCOS CULIACAN**
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 Mariscos Culiacan located at 5821 North 67th Avenue, Suite 101-103. The Arizona Department of Liquor Licenses and Control application (No. 12079868) was submitted by Theresa June Morse.

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 Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 29,639. Mariscos Culiacan 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	2
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	9
12	Restaurant	3
	Total	**18**

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:	**5/27/2014**
To:	**Brenda S. Fischer, ICMA-CM, City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**APPROVE LIQUOR LICENSE NO. 5-13493, MARISCOS CULIACAN**

General Information

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 5821 North 67th Avenue, Suite 101-103

District: Ocotillo

Zoned: C-2 (General Commercial)

Applicant: Theresa June Morse

Owner: My Sisters Restaurant, LLC

Background

1. The population density is 29,639 persons within a one-mile radius.

2. The 300 feet from any church or school rule does not apply to this series license.

3. Mariscos Culiacan is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

Citizen Participation to Date

No protests were received during the 20-day posting period, April 8 through April 28, 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.

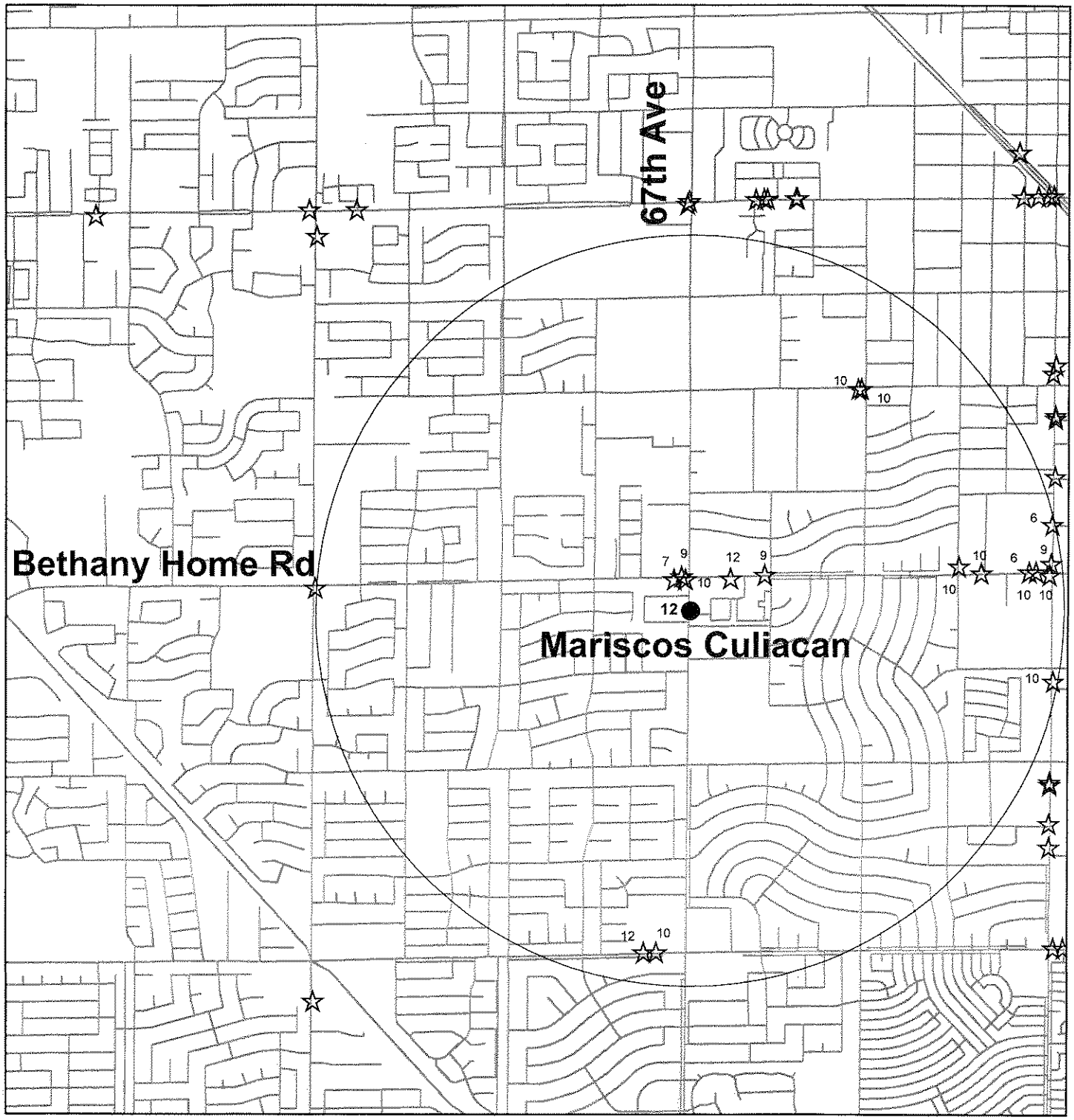
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

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: Mariscos Culiacan

LOCATION: 5821 N. 67th Ave. Ste 101-103 **ZONING:** C-2

APPLICANT: Theresa June Morse **APPLICATION NO:** 5-13493

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04-23-14**

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: **Mariscos Culiacan**

Business Address: **5821 N. 67th Ave Ste 101-103**

Applicant/s Information

Name: **Morse, Theresa June (Agent)**
Name: **Guzman, Lourdes**
Name: **Ponce, Maria Concepcion**
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/23/2009	Other Suites	New ownership call history beginning: 4/3/2014
Liquor Related	1		
Vice Related			
Drug Related			
Fights / Assaults			
Robberies		3	
Burglary / Theft	2	16	
911 calls		1	
Trespassing			
Accidents		2	
Fraud / Forgery		3	
Threats			
Criminal damage		1	
Other non-criminal*	1	13	
Other criminal		4	
Total calls for service	**4**	**43**	**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:

Luis Guzman (Agent)
Alamos Mexican Grill LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	4-24-14
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	5213	4/24/14

CITY COUNCIL REPORT

Meeting Date: **5/27/2014**
Meeting Type: **Voting**
Title: **APPROVE LIQUOR LICENSE NO. 5-13529, THE NEW KAHLUAS**
Staff Contact: **Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for The New Kahluas located at 5106 North 51st Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070107) was submitted by Theresa June Morse.

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

Background Summary

The location of the establishment is in the Cactus District. The property is zoned M-2 (Heavy Industrial). The population density within a one-mile radius is 16,439. This series 6 is a person-to-person transferable license; however, the former establishment closed approximately 2 years ago, therefore, it will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
10	Liquor Store - Beer and Wine	5
12	Restaurant	1
14	Private Club	1
	Total	**10**

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:	**5/27/2014**
To:	**Brenda S. Fischer, ICMA-CM, City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**APPROVE LIQUOR LICENSE NO. 5-13529, THE NEW KAHLUAS**

General Information

Request: Person-to-Person Transferable

License: Series 6 (Bar - All Liquor)

Location: 5106 North 51st Avenue

District: Cactus

Zoned: M-2 (Heavy Industrial)

Applicant: Theresa June Morse

Owner: Ochoa, LLC

Background

1. The population density is 16,439 persons within a one-mile radius.

2. The business is over 300 feet from any church or school.

3. This series 6 is a person-to-person transferable license; however, the former establishment closed approximately 2 years ago, therefore, it will increase the number of liquor licenses in the area by one.

Citizen Participation to Date

No protests were received during the 20-day posting period, April 11 through May 1, 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 person-to-person transferable series 6 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.

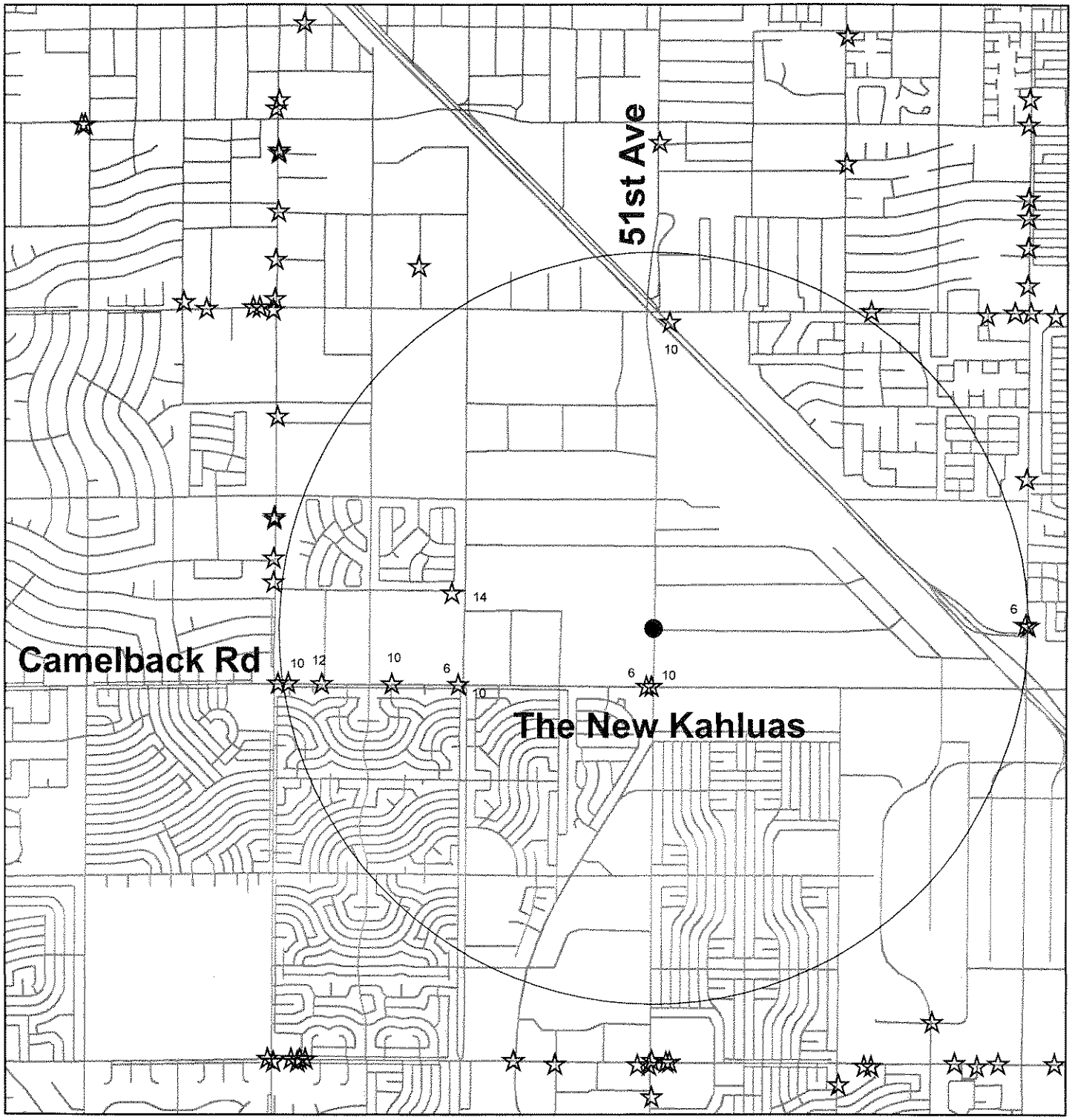
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

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: The New Kahluas

LOCATION: 5106 N. 51st Ave.

ZONING: M-2

APPLICANT: Theresa June Morse

APPLICATION NO: 5-13529

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-07-14**

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another, within the same county.

Business Name: **The New Kahluas**

Business Address: **5106 N. 51st Ave**

Applicant/s Information

Name: **Morse, Theresa June (Agent)**
Name: **Marquez-Ochoa, Jose Maria**
Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/7/2009	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults	9		
Robberies	2		
Burglary / Theft	8		
911 calls			
Trespassing			
Accidents	1		
Fraud / Forgery	1		
Threats			
Criminal damage			
Other non-criminal*	9		
Other criminal	1		
Total calls for service	**32**	**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:

Jose Pizano (Agent)
Arejojo Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

*The State Liquor Board does not consider Calls for Service information involving the previous license holder during their decision making process on "Person-to-Person" license transfers.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	5-7-14
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	5213	5/8/2014

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**APPROVE LIQUOR LICENSE NO. 5-13583, ANAYA'S FRESH MEXICAN RESTAURANT**
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 Anaya's Fresh Mexican Restaurant located at 5870 West Thunderbird Road, Suite B3. The Arizona Department of Liquor Licenses and Control application (No. 12079879) was submitted by Paul Adolph Allen, Sr.

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. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	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:	**5/27/2014**
To:	**Brenda S. Fischer, ICMA-CM, City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**APPROVE LIQUOR LICENSE NO. 5-13583, ANAYA'S FRESH MEXICAN RESTAURANT**

General Information

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 5870 West Thunderbird Road, Suite B3

District: Sahuaro

Zoned: C-2 (General Commercial)

Applicant: Paul Adolph Allen, Sr.

Owner: Montanas De Volcanes, Inc.

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. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one.

Citizen Participation to Date

No protests were received during the 20-day posting period, April 18 through May 8, 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 location, as well as 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.

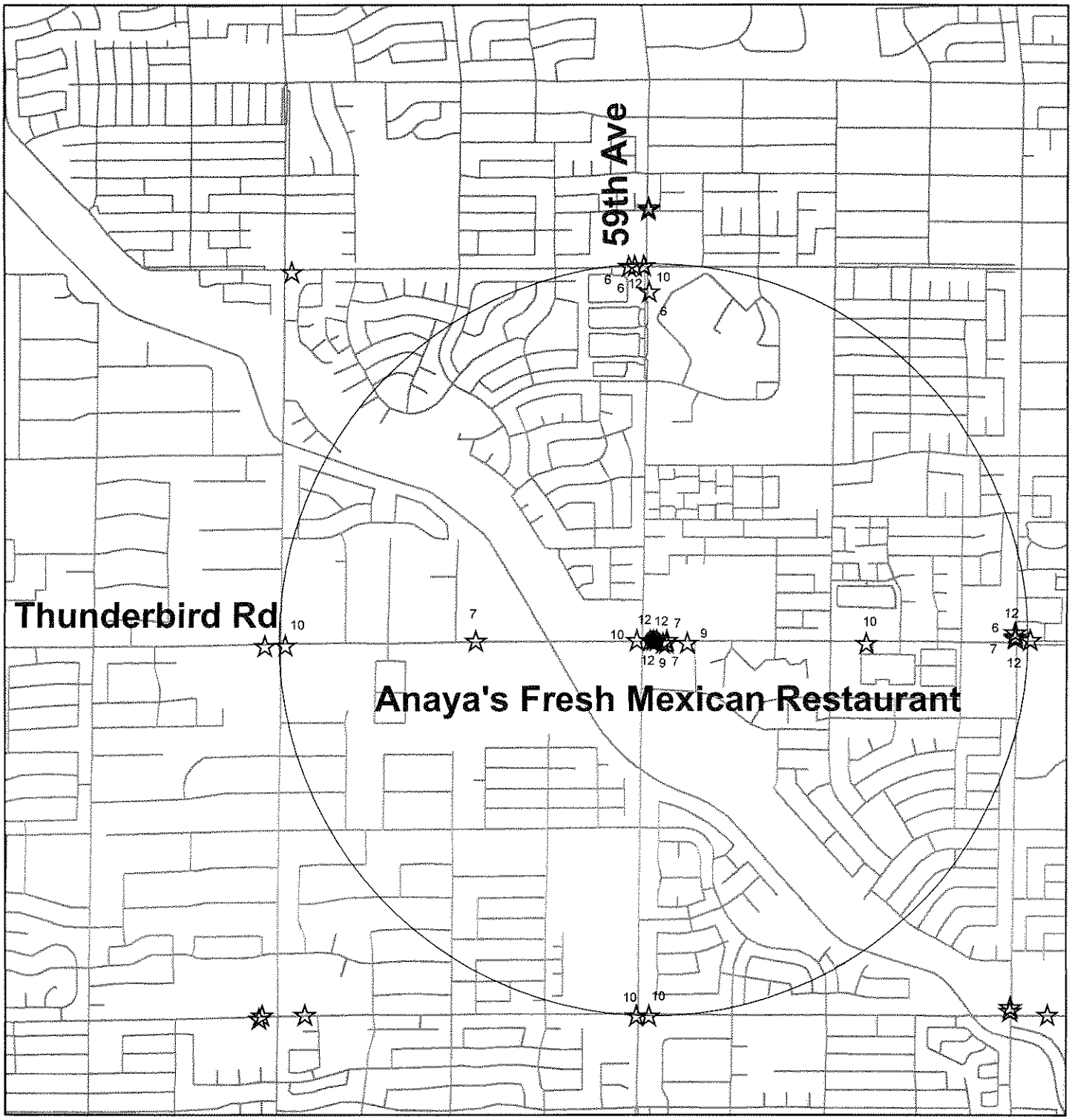
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

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: Anaya's Fresh Mexican Restaurant

LOCATION: 5870 W. Thunderbird Rd, Ste B3 **ZONING:** C-2

APPLICANT: Paul Adolph Allen Sr. **APPLICATION NO:** 5-13583

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

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GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-07-14**

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: **Anaya's Fresh Mexican Restaurant**

Business Address: **5870 W. Thunderbird Rd. B-3**

Applicant/s Information

Name: **Allen SR., Paul Adolph**

Name: **Anaya De Curiel, Raquel M.**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/7/2009	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies		1	
Burglary / Theft		9	
911 calls			
Trespassing		1	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage		1	
Other non-criminal*		7	
Other criminal			
Total calls for service	**0**	**19**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	M. ERVIN	5-7-14
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		5/8/2014

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH UNIQUE MANAGEMENT SERVICES, INC. FOR LIBRARY COLLECTION SERVICES**
Staff Contact:	**Cheryl Kennedy, Chief Librarian, Parks, Recreation and Library Services**

Purpose and Recommended Action

Contingent upon approval of the FY 14-15 City Budget, this is a request for City Council to authorize the City Manager to enter into a two-year professional services agreement with Unique Management Services, Incorporated for an amount not to exceed $50,000 for library collection services to include non-returned library materials and fines.

Background

On an annual average basis, the Glendale Public Library has over 2,600 library accounts that owe $111,000 worth of fines and materials that are not returned in a timely fashion and must subsequently be sent to a collections agency. These are typically materials that are checked out by library card holders and are not returned despite repeated efforts. Once this occurs and the Library has exhausted its efforts to collect on the materials and fines, these accounts are sent to an outside collection agency. Since 2003, collection services for the library have been provided by Unique Management Services, Inc.

Unique Management Services, Inc. is a collection agency used solely by library systems throughout the nation. All library systems in the Phoenix-metro area use Unique Management except for the Maricopa County Library District. Although its focus is to collect late fines and fees for overdue materials, its primary mission is to seek the return of missing materials, as they are costly to replace and inconvenience other library patrons seeking to use them. Last year, the agency was successful in recovering $55,264 in materials for the Glendale Public Library.

Earlier this year, the Glendale Public Library worked with the Materials Management Division and the City Attorney's Office to utilize a cooperative purchase agreement with the City of Tempe for library collection services. Through this agreement - for which the City of Tempe conducted a competitive request for proposals process and selected Unique Management Services, Inc. – the same terms and conditions will be extended to the City of Glendale.

As such, the Glendale Public Library is seeking Council approval to enter in to a two year contract with Unique Management Services, Inc. for a total of $50,000.

Analysis

Under the agreement, the library will pay Unique Management Services, Inc. $8.95 for each overdue patron account and the company attempts to collect fines, fees, and overdue materials. The accounts are automatically downloaded electronically to Unique Management through the library's operating system, Polaris and a unique Polaris Collection Agency interface, which is designed to minimize library staff time and paperwork. All overdue accounts sent to collections are charged an additional $30 collection fee once the patron is sent to collections which are utilized to offset the collection agency charge of $8.95. In doing so, there is no cost to the City and in fact, the City receives positive cash flow:

FY	# Accounts	Cash Value	Materials Value	Collection Revenue	Sub-Total	Invoice Amount	Net to City
2009	3,408	$60,137	$56,047	$25,086	$141,270	$30,502	$110,768
2010	2,717	$45,885	$50,137	$18,845	$114,867	$24,308	$90,559
2011	2,351	$39,250	$43,740	$16,191	$99,181	$21,041	$78,139
2012	2,094	$35,952	$35,894	$14,455	$86,301	$18,706	$67,595
2013	2,791	$43,868	$55,264	$16,445	$115,577	$24,947	$90,630
Avg.	2,672	$45,018	$48,216	$18,205	$111,439	$23,901	$87,538

Staff did research the possibility of utilizing the City's other collection services agency, Progressive, rather than contracting with Unique Management. However, at this time there were two major concerns: a) Progressive does not have computer interface capabilities with Library's Polaris operating system, which would require staff to send manual reports; b) The primary focus of Progressive is to recover past due balances. As mentioned, a vital component of the Unique Management system is the recovery of materials.

Community Benefit/Public Involvement

Utilizing a third party collection agency will enhance collection efforts above and beyond what the library currently utilizes in encouraging patrons to return materials and pay fines related to their library accounts.

Budget and Financial Impacts

If approved, the agreement with Unique Management Services, Inc. will not exceed $50,000 for the two-year period. Funds are budgeted and available for this service.

CITY COUNCIL REPORT

Cost	Fund-Department-Account
$50,000	**1260-15410-518200, Professional and Contractual**

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 FOR
LIBRARY COLLECTION SERVICES
City of Glendale Solicitation No.

This Agreement for Library Collection Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Unique Management Services, Inc. , a Kentucky corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2014.

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**, pursuant to Solicitation No. City of Tempe Request for Proposal 12-001 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with 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 contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

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

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

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or 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 Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor 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. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors 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. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors 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. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor 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, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, 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, Contractor 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, Contractor grants to City, and will cause its Sub-contractors 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

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

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $25,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the 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 Contractor 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.

5. Billings and Payment.

5.1 Applications.

a. Contractor 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 or as specified in the solicitation.

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 Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

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

7. Conflict. Contractor 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. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance

coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor 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 for each property damage and contractual property damage.

(2) Sub-contactors 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. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and $1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor'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 Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. 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 Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's 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 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

9.2 Any breach of warranty under subsection 9.1 above 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 Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor 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 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor'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); and

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, or 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 on or before 5:00 p.m.; 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; and

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

10.2 Representatives.

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

Unique Management Services, Inc.
c/o Nicole Atkins
19 East Maple Street
Jeffersonville, IN 47130
800-879-5453

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 Cheryl Kennedy
5850 West Glendale Avenue
Glendale, Arizona 85301
623-930-3546

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 City Manager and City Attorney.

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

d. Changes. Contractor 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 Contractor 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. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and 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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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 deemed reformed to conform to 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 year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. 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	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____
By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

Unique Management Services,
a Kentucky corporation

Nicole Atkins
By: Nicole Atkins
Its: President/CEO

(Revised 7_1_13)

EXHIBIT A

WORK PLAN

PROJECT

Unique Management Services (UMS) will provide a comprehensive service to maximize recovery of overdue materials. UMS service includes letters, telephone calls, skip tracing, credit reporting and statistical information for all collection accounts. UMS will provide an automated collection management interface to process collection accounts with minimal staff intervention.

EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Price per submission (Gentle Nudge® Process; Accounts over $30 balance): $8.95

Price per submission (Small Balance Program; Accounts under $30 balance): $2.95.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $50,000 ($25,000 per year for 2 years).

DETAILED PROJECT COMPENSATION

UMS offers a flat fee pricing option of $8.95 per each user account submitted. This pricing is not based on a minimum or maximum number of accounts referred. This pricing is inclusive of all services offered for the 120-day Gentle Nudge® approach.

Accounts with balances under $30 would qualify for the Small Balance Program and UMS offers a flat fee pricing option of $2.95 per each user account submitted. This pricing is not based on a minimum or maximum number of accounts referred and this pricing is inclusive of all services offered under the UMS Small Balance Program approach.

EXHIBIT C

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 parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial 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 5 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 10 years experience, 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 ten (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 shall 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, Contractor 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 Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor 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 Contractor.

4.2 Liens. City or Contractor 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:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO AMENDMENT NO. ONE TO EXTEND AGREEMENT TERMS AND INCREASE EXPENDITURE AUTHORITY FOR PURCHASE OF EQUIPMENT, REPAIRS, AND MAINTENANCE FROM JAMES, COOKE AND HOBSON, INC.**
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 extend the agreement terms and to increase the expenditure authority with James, Cooke and Hobson, Inc. (JCH) in an amount not to exceed $250,000 annually. The extension of the agreement terms is for one year and the increase in expenditure authority is for an additional $100,000 from the original agreement amount for pump and mixer equipment, repairs and service.

Background

The city has various Flygt pumps and chemical mixers in use for the Cholla Water Treatment Plant, and the Arrowhead Ranch and West Area Water Reclamation Facilities. The pumps and mixers work jointly to move water or sewage through the water treatment or wastewater reclamation processes. Due to operational necessity additional equipment and repairs are needed.

JCH is the exclusive Arizona factory-authorized distributor for Flygt pumps, parts, and authorized factory service for the manufacturer, Xylem Water Solutions. The Water Services Department has submitted all required documentation to request a sole-source procurement, and after review, Materials Management concurs that a sole-source procurement is appropriate under City Code.

Analysis

Immediate repairs allow the sites to maintain full capacity production and continue to remain in compliance with state and federal regulatory requirements. JCH Flygt equipment is specialized and proprietary with special tools and facilities required for service and maintenance. The city does not have the capability, tools, or expertise to repair and maintain this specialized equipment. These services can only be provided by JCH as the authorized distributor in Arizona. The equipment is critical to the continued function of both the water production and wastewater reclamation processes.

CITY COUNCIL REPORT

Previous Related Council Action

On March 26, 2013, Council authorized the City Manager to enter into an agreement with JCH in the amount not to exceed $150,000 for pump and mixer equipment, repairs and service.

Budget and Financial Impacts

Funding is available in the Water Services operating and maintenance budget, and expenditures will be made from the following three accounts within the Water Services Department.

Cost	Fund-Department-Account
$250,000	**2360-17170-523400 (Arrowhead Reclamation Plant)** **2360-17170-523400 (West Area Plant)** **2400-17260-523400 (Cholla Treatment Plant)**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Amendment to Agreement

C-_____

AMENDMENT NO. ONE

JAMES, COOKE, AND HOBSON INC., AGREEMENT (Contract No.C-8410)

This Amendment to the James, Cooke, and Hobson Inc. Agreement is made this ___ day of _____, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and James, Cooke, and Hobson Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Contractor previously entered into an Agreement, Contract No. C-8410, dated March 26, 2013 ("Agreement"); and

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

AGREEMENT

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

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

2. **Term.** The term of the Agreement is extended for a one year period from March 1, 2014 through February 28, 2015, unless otherwise terminated or canceled as provided by the Agreement.

3. **Compensation.** Contractor's compensation as provided in Exhibit B of the agreement is hereby amended as set forth in Exhibit B-Amendment No. One, attached hereto.

4. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist within 10 business days of execution of this agreement.

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

6. **Effective Date.** The effective date of this amendment is the date it is signed by the city.

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

James, Cooke, and Hobson, Inc.
a Texas corporation authorized to do
business in Arizona

_____
By: James Feickert
Its: Authorized Representative

EXHIBIT B-AMENDMENT NO. ONE

AMENDED COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

This is a sole source procurement of services as James, Cooke and Hobson, Inc. (JCH). JCH is the exclusive municipal, commercial, and industrial representative for Flygt pumps, parts, and authorized factory service in Arizona. Flygt pumps are currently installed in the City's water treatment and water reclamation facilities. The Contractor has agreed to service all of the City water services facilities pumps for the not-to-exceed amount of $250,000 annually.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $250,000 annually.

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**RATIFICATION OF EXPENDITURE OF FUNDS FOR PURCHASE OF EQUIPMENT, REPAIRS, AND MAINTENANCE FROM JAMES, COOKE AND HOBSON, INC.**
Staff Contact:	**Craig Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to ratify the expenditure of funds in an amount not to exceed $120,485.05 to James, Cooke and Hobson, Inc. (JCH) for pump and mixer equipment, repairs and service provided in fiscal year (FY) 2013-14.

Background

The city has various Flygt pumps and chemical mixers in use for the Cholla Water Treatment Plant, and the Arrowhead Ranch and West Area Water Reclamation Facilities. The pumps and mixers work jointly to move water or sewage through the water treatment or wastewater reclamation processes.

Operational necessity required repairs and equipment at the raw sewage pump station located near 99th Avenue and Camelback Road. This pump station feeds sewage to the West Area Water Reclamation Facility for processing and treatment. The necessary repairs allowed the site to continue to function properly, and remain in compliance with federal and state regulatory requirements.

JCH is the exclusive Arizona factory-authorized distributor for Flygt pumps, parts, and authorized factory service for the manufacturer, Xylem Water Solutions. The Water Services Department has submitted all required documentation to request a sole-source procurement, and after review, Materials Management concurs that a sole-source procurement is appropriate under City Code.

Analysis

JCH Flygt equipment is specialized and proprietary with special tools and facilities required for service and maintenance. The city does not have the capability, tools, or expertise to repair and maintain this specialized equipment. These services can only be provided by JCH as the authorized distributor in Arizona.

CITY COUNCIL REPORT

Previous Related Council Action

On March 26, 2013, Council authorized the City Manager to enter into an agreement with JCH in the amount not to exceed $150,000 for pump and mixer equipment, repairs and service.

Budget and Financial Impacts

This request is to ratify the expenditure of funds in the amount not to exceed $120,485.05 to JCH for repairs and equipment at the raw sewage pump station. Funds are available in the West Area Plant division budget.

Cost	Fund-Department-Account
$120,485.05	**2360-17170-523400 (West Area Plant)**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Invoices from JCH

JCH JAMES, COOKE & HOBSON, INC.
3501 E. Broadway Road
Phoenix, AZ 85040-2833
Ph# (602) 243-0585 Fax# (602) 276-5402

Invoice No.
346461

4161
TO: CITY OF GLENDALE
5850 W GLENDALE AVE

GLENDALE AZ 85301

SHIP TO: CITY OF GLENDALE
% RSPS PUMP STATION
9801 W CAMELBACK ROAD
GLENDALE AZ 85307

SHIP VIA	FREIGHT	SALESMAN	Terms	Customer P.O.	JCH Ref.	Invoice Date
FACTORY CHOICE	Prepaid	BPL	Net 30 Days	19988 (RSPS - FLYGT)	346461	2/26/14

ITEM	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
001			TAG: PO#19988 (RSPS - FLYGT) JOB: RSPS PUMP STATION REHAB		
002	1	SPECIAL	LABOR AND MATERIAL TO CUT AND RE-GROOVE THE TWO 10 INCH SPOOLS FOR THE PUMP SUCTION AND THE 16 INCH SPOOL TO MATCH FIELD CONDITIONS.	1,251.20	1,251.20

RECEIVED
MAR 05 A.M.
BY:

Sales Tax 1	Sales Tax 2	Sales Tax 3	Freight		Invoice Total	
102.85						1,353.05

Please Remit To: James, Cooke & Hobson, Inc
3810 Academy Pkwy S. NE

JAMES, COOKE & HOBSON, INC.
3501 E. Broadway Road
Phoenix, AZ 85040-2833
Ph# (602) 243-0585 Fax# (602) 276-5402

Invoice No.
345515R

4161
TO: CITY OF GLENDALE
5850 W GLENDALE AVE

GLENDALE AZ 85301

SHIP TO: CITY OF GLENDALE
& JCH
3501 E BROADWAY ROAD
PHOENIX AZ 85040

SHIP VIA	FREIGHT	SALESMAN	Terms	Customer P.O.	JCH Ref.	Invoice Date
FACTORY CHOICE	Prepaid	BPL	Net 30 Days	19988 (RSPS - FLYGT)	345515	2/05/14

ITEM	QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
001			TAG: PO#19988 (RSPS - FLYGT) JOB: RSPS - RAW SEWAGE PUMP STATION (GLENDALE) LIFT STATION REHAB		
002	1			110,000.00	110,000.00
003	1		FLYGT MODEL NT-3301.185 (85 HP) WITH 636 IMPELLER SPECIAL FAB REQUIRED FOR DISCHARGE ORIENTATION AND SUCTION PIPING.		
004	1		INSTALLATION BY MGC		

Sales Tax 1	Sales Tax 2	Sales Tax 3	Freight		Invoice Total	119,130.00
9,130.00						

Please Remit To: James, Cooke & Hobson, Inc.
3810 Academy Pkwy S. NE
Albuquerque, NM 87109-4453

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**EXPENDITURE AUTHORIZATION FOR ELECTRICITY SERVICE FROM ARIZONA PUBLIC SERVICE COMPANY**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for electricity service with Arizona Public Service Company (APS) in the approximate amount of $5 million in fiscal year (FY) 2014-15.

Background

The City of Glendale will expend approximately $5 million for electricity with APS in FY 2014-15. The utility service company provides electricity to power city facilities, traffic signals, street lighting and landscaped right-of-ways throughout the city. The primary departments that have annual expenditures with APS are Public Works, Transportation Services, and Water Services.

There will be a four percent price increase in FY 2014-15 with APS. The total expended amount with APS has been increased to include this adjustment and the affected departments have budgeted for this increase.

Analysis

In accordance with city ordinance and policies on purchasing, Council approval is required to authorize the payment of expenses greater than $50,000 to any single vendor. Therefore, staff is seeking approval from Council to authorize the City Manager to make utility payments exceeding $50,000 annually to APS. These utility charges are ongoing costs associated with the operation of the City of Glendale. This authorization and subsequent action taken by the City Manager to expend funds with APS for electricity service is contingent upon Council adopting the FY 2014-15 operating budget for the City of Glendale.

Previous Related Council Action

On September 24, 2013, Council approved the expenditure authorization for electricity and natural gas utility payments with Arizona Public Service Company, Salt River Project, and Southwest Gas for FY 2013-14 in the approximate amount of $7,500,000.

CITY COUNCIL REPORT

Community Benefit/Public Involvement

The electricity purchased by the city from APS maintains the vitality of Glendale's facilities and infrastructure.

Budget and Financial Impacts

Cost	Fund-Department-Account
Approx. $5,000,000	**1000-12438-513600, Fire, Emergency Management** **1000-13420-513600, Cemetery** **1000-13430-513600, Manistee Ranch Maintenance** **1000-13450-513600, Facilities Management** **1000-13461-513600, Downtown Parking Garage** **1080-17910-513600, Community Housing** **1340-16710-513600, Right of Way Maintenance** **1340-16810-513600, Traffic Signals** **1660-16590-513600, Transportation CIP O&M** **1760-16410-513600, Airport Operations** **2360-17150-513600, Property Management** **2360-17160-513600, Arrowhead WRP** **2360-17170-513600, West Area Plant** **2400-17240-513600, Central System Control** **2400-17250-513600, Pyramid Peak Plant** **2440-17710-513600, Landfill** **2440-17750-513600, MRF Operations** **2500-17910-513600, Community Housing** **2530-13480-513600, PS Training Op's – Fire** **2538-12711-513600, Glendale Health Center – Fire**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

None

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**EXPENDITURE AUTHORIZATION FOR ELECTRICITY SERVICE FROM SALT RIVER PROJECT**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for electricity service with Salt River Project (SRP) in the approximate amount of $2.7 million in fiscal year (FY) 2014-15.

Background

The City of Glendale will expend approximately $2.7 million for electricity with SRP in FY 2014-15. The utility service company provides electricity to power city facilities, traffic signals, street lighting and landscaped right-of-ways throughout the city. The primary departments that have annual expenditures with SRP are Public Works, Transportation Services, and Water Services.

There will be a four percent price increase in FY 2014-15 with SRP. The total expended amount with SRP has been increased to include this adjustment and the affected departments have budgeted for this increase.

Analysis

In accordance with city ordinance and policies on purchasing, Council approval is required to authorize the payment of expenses greater than $50,000 to any single vendor. Therefore, staff is seeking approval from Council to authorize the City Manager to make utility payments exceeding $50,000 annually to SRP. These utility charges are ongoing costs associated with the operation of the City of Glendale. This authorization and subsequent action taken by the City Manager to expend funds with SRP for electricity service is contingent upon Council adopting the FY 2014-15 operating budget for the City of Glendale.

Previous Related Council Action

On September 24, 2013, Council approved the expenditure authorization for electricity and natural gas utility payments with Arizona Public Service Company, Salt River Project, and Southwest Gas for FY 2013-14 in the approximate amount of $7,500,000.

CITY COUNCIL REPORT

Community Benefit/Public Involvement

The electricity purchased by the city from SRP maintains the vitality of Glendale's facilities and infrastructure.

Budget and Financial Impacts

Cost	Fund-Department-Account
Approx. $2,700,000	**1000-13450-513600, Facilities Management** **1280-13470-513600, Youth Sports Complex-Facilities Management** **1320-31028-513400, Community Partnerships** **1340-16710-513600, Right of Way Maintenance** **1340-16810-513600, Traffic Signals** **1660-16590-513600, Transportation CIP O&M** **2360-17170-513600, West Area Plant** **2400-17240-513600, Central System Control** **2400-17260-513600, Cholla Treatment Plant** **2400-17310-513600, Oasis Surface WTP** **2400-17310-513800, Oasis Surface WTP** **2420-17630-513400, Wastewater Collection**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

None

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**EXPENDITURE AUTHORIZATION FOR NATURAL GAS SERVICE FROM SOUTHWEST GAS CORPORATION**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds for natural gas service with Southwest Gas Corporation (Southwest Gas) in the approximate amount of $100,000 in fiscal year (FY) 2014-15.

Background

The City of Glendale will expend approximately $100,000 for natural gas service for city facilities with Southwest Gas in FY 2014-15. The departments that have annual expenditures for natural gas service are Fire Service, Public Works, and Water Services.

There will be a four percent price increase in FY 2014-15 with Southwest Gas. The total expended amount with Southwest Gas is being increased to include this adjustment and the affected departments have budgeted for this increase.

Analysis

In accordance with city ordinance and policies on purchasing, Council approval is required to authorize the payment of expenses greater than $50,000 to any single vendor. Therefore, staff is seeking approval from Council to authorize the City Manager to make utility payments exceeding $50,000 annually to Southwest Gas. These utility charges are ongoing costs associated with the operation of the City of Glendale. This authorization and subsequent action taken by the City Manager to expend funds with Southwest Gas for natural gas service is contingent upon Council adopting the FY 2014-15 operating budget for the City of Glendale.

Previous Related Council Action

On September 24, 2013, Council approved the expenditure authorization for electricity and natural gas utility payments with Arizona Public Service Company, Salt River Project, and Southwest Gas for FY 2013-14 in the approximate amount of $7,500,000.

CITY COUNCIL REPORT

Community Benefit/Public Involvement

The natural gas purchased by the city from Southwest Gas maintains the vitality of Glendale's facilities.

Budget and Financial Impacts

Cost	Fund-Department-Account
Approx. $100,000	**1000-12235-513900, Fire, Emergency Management** **1000-13450-513800, Facilities Management** **2360-17150-513800, Property Management** **2400-17310-513800, Oasis Surface WTP** **2530-12590-513800, PS Training Op's – Fire** **2530-13480-513800, PS Training Op's – Fire** **2538-12711-513800, Glendale Health Center – Fire**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

None

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**EXPENDITURE AUTHORIZATION FROM THE MUNICIPAL ARTS FUND FOR PERFORMING ARTS PARTNERSHIP PROGRAM FOR FY2014-15**
Staff Contact:	**Erik Strunk, Executive Director, Parks, Recreation & Library Services**

Purpose and Recommended Action

Contingent upon Council approval of the FY 2014-15 City Budget, this is a request for City Council to approve the expenditures from the Municipal Arts Fund recommended by the Glendale Arts Commission for the Fiscal Year (FY) 2014-15 Performing Arts Partnership Program.

Background Summary

In 1996, Council approved the Performing Arts Partnership Program. Under this program, one percent of construction projects in the capital improvement program are deposited in the municipal art fund to be used to administer the city's public art and performing arts program.

Expenditures from the municipal art fund for the Annual Performing Arts Partnership Program are recommended by the Glendale Arts Commission through its annual arts projects plan and are subject to approval by Council.

Proposals for performing arts projects, to be held in Glendale were solicited from non-profit arts organizations, schools and government agencies for FY 2014-15. Through an open, competitive application process, 10 proposals were received by deadline. The Arts Commission reviewed the applications and met on April 15, 2014 to evaluate, score and vote on which proposals to forward to the Council for formal consideration.

Previous Related Council Action

Since the program started in 1996, the Council has approved approximately $594,800 to sponsor 209 performing arts projects that have benefited thousands of Glendale school children and residents.

Community Benefit/Public Involvement

Since the program started, the City of Glendale has helped sponsor a variety of performing arts activities that have benefited thousands of Glendale school children and residents. Examples would include "Ballet Under the Stars" at Sahuaro Ranch Park; artist-in-residency programs at public schools throughout Glendale; performance-based educational projects at Glendale's

community centers; art programs for abused and/or homeless children; and a variety of hands-on community interest events conducted in the Library system.

Of the 10 applications submitted for funding support of projects in FY 2014-15, the following nine are being recommended by the Arts Commission for full funding:

- $4,000 – Arizona Theatre Company will present an Artist-in-Residency with Mountain Ridge High School and Glendale High School. This 5-day artist residency will benefit English Language Arts 1-2 and 3-4 Honor students. The actors will immerse the students in Shakespeare's works, which will allow the students to gain the expertise needed to perform scenes for an audience as part of the project.

- $4,000 – Ballet Arizona will conduct the Class Act Intensive Program, which teaches children basic elements of dance and guides them through the creation of their own dance work, which will be presented at their school assembly - Don Mensendick Elementary School. The performance date is to be determined.

- $4,000 – Center Dance Ensemble will present the 2014-15 School Tour. CDE will conduct performances of their touring shows as chosen by the schools from The ABC's of Dance program, Poetry 'n Motion and More Poetry 'n Motion, at seven Glendale Elementary School District schools during the 2014-15 school year.

- $4,000 – Childsplay will present the Foothills Library Tour. Between September 2014 and June 2015, Childsplay will present a total of four touring performances for after school and weekend audiences at Foothills Branch Library, alternating presentations of their tour shows, A Thousand Cranes and The Owl and the Pussycat.

- $4,000 – Free Arts For Abused Children of Arizona will present The 2015 Sunshine International Festival, which will take place in late March 2015 at Sahuaro Ranch Park. Approximately 100 abused, homeless, at-risk youth living in 10 group homes in Glendale (operated by Sunshine Residential Homes Inc.) will participate in an artist residency, a performance, and exhibit at the festival.

- $4,000 – Mill Ave Chamber Players will present Live at the Library, a series of six musical performances to be held at the Glendale Main Library auditorium, on select Thursday evenings from September 2014 to April 2015.

- $4,000 – Phoenix Conservatory of Music will present the Afternoon Delight Concert Series at the Glendale Adult Center. Attendees will have opportunities to engage with professional artists during six concerts in a series focusing on genres of musical theater, jazz, swing,

blues, and holiday favorites. The performances will take place between August 2014 and June 2015.

- $4,000 – Phoenix Symphony Association will present the Classroom Concert Series. The series brings the live concert experience into the schools. Students hear live, top-quality music and meet professional musicians in an up-close and informal setting. The concert will be performed by one of the Symphony's String, Woodwind, Percussion or Brass Ensembles. The Classroom Concert Series will take place at six Glendale elementary schools within the Deer Valley Unified and Cartwright School Districts.

- $4,000 – Scottsdale Cultural Council will present Arizona Wolf Trap. This program places professional performing artists in Glendale preschool classrooms to teach and enhance children's basic cognitive, academic and life skills through active participation in performing arts activities led by professional performing artists.

The public events will occur between July 1, 2014 and June 30, 2015 and are projected to benefit 12,080 residents. In order to ensure the various events are promoted, additional public notification will take place on the city's website and via press-release. Additionally, the funding recipients will promote events through their marketing efforts.

Budget and Financial Impacts

Cost	Fund-Department-Account
$36,000	**1220-15310-531200, Art 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

Nine (9) Personal Services Contracts

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and ARIZONA THEATRE COMPANY, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this

section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

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

11. CONFLICT. IC 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.

12. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

c. IC 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.

13. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

14. 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 City and IC will survive the termination of this Agreement.

15. 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 to applicable law.

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DATED this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____

BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

ARIZONA THEATRE COMPANY,
an Arizona non-profit corporation

_____
By: Claudia Vasquez
Its: Director of Development

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 14th day of May, 2014, by Claudia Vasquez, the Director of Development of AZ Theatre Co.

_____
Notary Public

ASHLEY ALVAREZ
NOTARY PUBLIC
COM. EXP. 05-14-17
MARICOPA COUNTY, ARIZONA

My Commission Expires:

05/14/2017

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Artist-in-Residency with Mountain Ridge High School and Glendale High School
DESCRIPTION:	This 5-day artist residency will benefit English Language Arts 1-2 and 3-4 Honor students. The actors will immerse the students in Shakespeare's work, which will allow the students to gain the expertise needed to perform scenes for an audience as part of the project.

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and BALLET ARIZONA, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state

personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

c. IC 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.

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. 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 City and IC will survive the termination of this Agreement.

14. 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 to applicable law.

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DATED this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

BALLET ARIZONA,
an Arizona non-profit corporation

_____
By: David Tompkins
Its: Executive Director

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 12th day of May, 2014, by David Tompkins, the Executive Director of Ballet Arizona.

_____
Notary Public

My Commission Expires:

09/23/2017

CATTLEYA CHATAWANICH
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
SEPTEMBER 23, 2017

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Class Act Intensive Program
DESCRIPTION:	Ballet Arizona will conduct *The Class Act Intensive Program*, which teaches children basic elements of dance and guides them through the creation of their own new dance piece, which will be presented at their school assembly - Don Mensendick Elementary School. The school assembly will broaden the learning experience and expose more students to the performing arts. Performance date is to be determined.

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and CENTER DANCE ENSEMBLE, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2 COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4 FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services

5 TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state

personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

c. IC 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.

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. 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 City and IC will survive the termination of this Agreement.

14. 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 to applicable law

(Remainder of Page Intentionally Left Blank)

DATED this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

CENTER DANCE ENSEMBLE,
an Arizona non-profit corporation

Gary Bacal
By: Gary Bacal
Its: Managing Director

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 12th day of May, 2014, by Gary Bacal, the Managing Director of Center Dance Ensemble

Elia M Bolaños
Notary Public

My Commission Expires:

3/24/17

ELIA M BOLANOS
Notary Public - Arizona
Pima County
My Comm Expires Mar 24, 2017

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Center Dance Ensemble 2014-15 School Tour
DESCRIPTION:	Center Dance Ensemble (CDE) will conduct performances of their touring shows as chosen by the schools from *The ABC's of Dance* program, *Poetry 'n Motion* and *More Poetry 'n Motion*, at seven Glendale Elementary School District schools during the 2014-15 school year.

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and CHILDSPLAY, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state

personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

c. IC 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.

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. 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 City and IC will survive the termination of this Agreement.

14. 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 to applicable law.

(Remainder of Page Intentionally Left Blank)

DATED this 13 day of May, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

BRENDA S. FISCHER
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

CHILDSPLAY, an Arizona non-profit corporation

By: Steve Martin
Its: Managing Director

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 13th day of MAY, 2014, by STEVE MARTIN, the MANAGING DIRECTOR of CHILDSPLAY, INC.

Notary Public

My Commission Expires:

5/22/17

Ellen M. Douthat
Notary Public - Arizona
Maricopa County
My Commission Expires
May 22, 2017

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Childsplay Foothills Library Tour
DESCRIPTION:	During September 2014 to June 2015, Childsplay will present a total of four touring performances for after school and weekend audiences at Foothills Branch Library, alternating presentations of their tour shows, *A Thousand Cranes*, and *The Owl and the Pussycat.*

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and FREE ARTS FOR ABUSED CHILDREN OF ARIZONA, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this

section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

c. IC 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.

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. 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 City and IC will survive the termination of this Agreement.

14. 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 to applicable law.

(Remainder of Page Intentionally Left Blank)

DATED this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

FREE ARTS FOR ABUSED CHILDREN OF ARIZONA, an Arizona non-profit corporation

Katia B. Howard
By:
Its:

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 12th day of May, 2014, by Katia Howard, the Development Director of Free Arts of Arizona

Mari Beresford
Notary Public

My Commission Expires:

Aug 25, 2014

OFFICIAL SEAL
MARI BERESFORD
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 25, 2014

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	2015 Sunshine International Festival
DESCRIPTION:	The Festival will take place in late March 2015 at Sahuaro Ranch Park. Approximately 100 abused, homeless, at-risk youth living in 10 group homes in Glendale (operated by Sunshine Residential Homes Inc.) will participate in an artist residency, a performance, and exhibit at the festival.

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and MILL AVE CHAMBER PLAYERS, an Arizona corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state

personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

c. IC 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.

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

13. 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 City and IC will survive the termination of this Agreement.

14. 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 to applicable law.

(Remainder of Page Intentionally Left Blank)

DATED this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

MILL AVE CHAMBER PLAYERS,
an Arizona corporation

_____
By: Rose French
Its: Executive Director

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 14 day of May, 2014, by Rose French, the Executive Director of Mill Ave Chamber Players

_____
Notary Public

My Commission Expires:

Sept 15, 2017

OFFICIAL SEAL
E. PFEFFER
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Sept. 15, 2017

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Live at the Library
DESCRIPTION:	Mill Ave Chamber Players will present Live at the Library, a series of six musical performances to be held at the Glendale Main Library auditorium, on select Thursday evenings from September 2014 to April 2015.

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and PHOENIX CONSERVATORY OF MUSIC, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this

section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

c. IC 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.

12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.

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requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.

14. 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 to applicable law.

(Remainder of Page Intentionally Left Blank)

DATED this 14th day of May, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

PHOENIX CONSERVATORY OF MUSIC,
an Arizona non-profit corporation

By: T. REGINA NIXON
Its: EXECUTIVE DIRECTOR

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 14 day of MAY, 2014, by T. REGINA NIXON, the EXECUTIVE DIRECTOR of PHX CONSERVATORY OF MUSIC.

Erica Vaughn
Notary Public

My Commission Expires:

OCT 22, 2017

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
ERICA VAUGHN
My Commission Expires October 22, 2017

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Afternoon Delight Concert Series
DESCRIPTION:	The Phoenix Conservatory of Music will offer the underserved adult population of Glendale opportunities to engage with professional artists during six concerts in a series focusing on genres of musical theater, jazz, swing, blues, and holiday favorites to be held at the Glendale Adult Center. The performances will take place between August 2014 and June 2015.

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and PHOENIX SYMPHONY ASSOCIATION, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.

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

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").

2. COMPENSATION. In consideration for the Services described herein, City will pay IC $4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. PROMOTION. IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."

4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this

section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.

7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.

8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC.

9. IMMIGRATION LAW COMPLIANCE.

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

   b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

   c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.

   d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.

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

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

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

10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

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(Remainder of Page Intentionally Left Blank)

DATED this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

PHOENIX SYMPHONY ASSOCIATION,
an Arizona non-profit corporation

_____
By: Jim Ward
Its: President + CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 15th day of May, 2014, by Jim Ward, the President + CEO of the Phoenix Symphony

_____
Notary Public

ELIZABETH JAMISON
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 01, 2015

My Commission Expires:

May 01, 2015

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Classroom Concert Series
DESCRIPTION:	The Symphony's program brings the live concert experience into the school. Students hear live, top-quality music and meet professional musicians in an up-close, informal setting. The concert will be performed by one of the Symphony's String, Woodwind, Percussion or Brass ensembles.

CITY OF GLENDALE
PERSONAL SERVICES CONTRACT FOR FY2014-15
PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT

This Personal Services Contract for FY2014-15 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 27th day of May, 2014 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and SCOTTSDALE CULTURAL COUNCIL, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

A. The City intends to contract IC for the performance of certain tasks.

B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.

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AGREEMENT

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10. CONFLICT. IC 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.

11. INDEMNIFICATION.

a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.

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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.

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(Remainder of Page Intentionally Left Blank)

DATED this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
BRENDA S. FISCHER
City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

SCOTTSDALE CULTURAL COUNCIL,
an Arizona non-profit corporation

Richard Hayslip
By: Richard Hayslip, Interim CEO
Its:

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN to before me this 13th day of May, 2014, by Richard Hayslip, the Interim CEO of Scottsdale Cultural Council

_____
Notary Public

My Commission Expires:

Notary Public State of Arizona
Maricopa County
Alice E Jenkins
My Commission Expires 04/29/2018

EXHIBIT A – SCOPE OF WORK

FY2014-15 PROJECT:	Arizona Wolf Trap
DESCRIPTION:	*Arizona Wolf Trap* places professional performing artists in Glendale preschool classrooms to teach and enhance children's basic cognitive, academic and life skills through active participation in performing arts activities led by professional performing artists.

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO RENEW ANNUAL CONTRACT WITH GOVERNMENTJOBS.COM, INC. (NEOGOV) FOR APPLICANT TRACKING AND EMPLOYMENT APPLICATIONS**
Staff Contact:	**Jim Brown, Executive Director, Human Resources and Risk Management**

Purpose and Recommended Action

This is a request for the City Council to approve renewing the annual contract with Government Jobs.com, Inc. (d.b.a. "NEOGOV") which provides the city with an automated applicant tracking system and on-line employment application.

Background

The Human Resources Department conducted over 230 job recruitments last year which generated thousands of job applications. Prior to 2012, paper employment applications were used and staff was spending many hours manually entering each application into the PeopleSoft system for tracking purposes. Staff time was also being spent manually copying or scanning applications for distribution to the hiring managers, sending postcard notifications to applicants, and updating the status of recruitments on our website. In an effort to ensure the city provides the highest quality and most efficient services to our internal and external customers, it was determined that the Human Resources & Risk Management Department needed to explore the viability of utilizing an automated applicant tracking and on-line application system. In March 2012 the city entered into a contract with GovernmentJobs.com (NEOGOV) to provide automated applicant tracking and an on-line application system.

Analysis

The Human Resources & Risk Management Department obtained three bids from outside vendors before selecting GovernmentJobs.com (NEOGOV). This vendor was chosen due to their ability to provide a comprehensive applicant tracking system specifically tailored to the unique needs of public sector employers. The NEOGOV system provides more efficient services to our applicants by allowing them to easily apply on-line for open positions and receive notifications regarding their status. Applicants are also able to participate in the on-line job interest card system which notifies them when jobs they are interested in are open for recruitment. The new system also provides more efficient service to our hiring managers. They are now receiving applications for open positions in a timelier manner, have the ability to review applications and track their qualified applicants on-line and can easily send notifications to applicants through the NEOGOV system. Utilizing an automated applicant tracking system has allowed Human Resources & Risk

Management to improve our efficiency as well. We have streamlined our recruitment process by utilizing applicant tracking technology. It also allows the city to be consistent in the marketplace when recruiting for open positions. The majority of other Arizona municipalities, as well as private sector employers, utilize an on-line application system.

Implementing the NEOGOV system in 2012 has provided Human Resources & Risk Management with significant cost savings of approximately $14,500/year in staff time, printing, copying, file storage and postage. These savings offset a majority of the annual $17,500 cost of the NEOGOV system. This cost for NEOGOV has reached the $50,000 threshold and going forward annual renewals for this contract will be taken to council for approval.

Budget and Financial Impacts

Cost	Fund-Department-Account
$17,500	**Human Resources Administration, 1000-11030-518200**

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

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2014, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV") authorized to transact business in the State of Arizona, and the City of Glendale, AZ, a public entity acting by and through its duly appointed representative ("Customer").

1. **Provision of On-line Services**.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. **Additional NEOGOV Responsibilities**. In connection with the performance of this Agreement, NEOGOV shall be responsible for:

(a) Hosting and operations support for the applications provided through this Agreement.

(b) Providing and following those support, maintenance, procedures and other services to Customer more fully described in this Agreement.

3. **Customer Responsibilities**. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. **Ownership, Protection and Security**.

(a) The parties agree that the NEOGOV trademark(s) and logos and the Customer's trademark(s) and logos shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement grants Customer any licenses or

other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties**.

(a) *Service Performance Warranty*. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty*. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity**. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure**. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other

communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of Arizona, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

Notwithstanding the above, should any information described in this section be subject to a public records request, Customer will inform NEOGOV that the information will be released unless NEOGOV objects to the release within five days of the notice. If NEOGOV objects to release of any information, NEOGOV agrees to handle all communications with the requestor and indemnify, defend, and hold harmless Customer from any and all liability or penalties associated with the non-release or partial release of the requested information.

8. **Liability Limitations**.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will indemnify, defend and hold harmless Customer at NEOGOV's sole expense and NEOGOV will pay any and all fees, costs, penalties, interest, or damages of any kind or any manner that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees that: (i) NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to claims or actions brought under 7 or 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination**.

(a) This Agreement shall commence as of the date hereof ("Effective Date") and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for one additional one-year term ("Renewal Term") commencing on the anniversary of the Effective Date of this Agreement, provided Customer notifies NEOGOV in writing at least thirty (30) days prior to the end of the Initial Term that it wishes to renew.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Customer reserves the right to terminate this Agreement for cause immediately if there is a material breach of this contract by NEOGOV, including Services not being provided in accordance with Section 2 above or Exhibit A.

(d) Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(e) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (*e.g.*, MS-Access or MS-SQL). The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

(f) In the event either party terminates this Agreement prior to the conclusion of the Initial or Renewal Term in accordance with subsections (c) or (d) above, NEOGOV shall refund or reimburse Customer the amount paid for Services hereunder on a pro-rata basis.

10. **Payments**.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* During the Renewal Term, NEOGOV will continue to provide Customer with all Services, including maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV, in advance, the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the Initial Term. In order for the price increase to be effective, Customer must consent to such an amendment to this Agreement in a signed writing.

11. **Force Majeure**. Neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity as a result of delay in or inability to deliver

any Services or fulfill any obligations due to circumstances or events beyond the party's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous**. Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

14. **Immigration Law Compliance.**

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

(b) Any breach of warranty under subsection (a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. Customer retains the legal right to inspect the papers of NEOGOV or subcontractor employee who performs work under this Agreement to ensure that NEOGOV or any subcontractor is compliant with the warranty under subsection (a) above.

(c) Customer may conduct random inspections, and upon request of the Customer, NEOGOV shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (a) above.

(d) NEOGOV agrees to keep papers and records available for inspection by the Customer during normal business hours and will cooperate with Customer 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 I.

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

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

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

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

16. **Notices**.

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

1. The Notice is in writing; and
2. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
3. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
   - (i.) Received on a business day, or 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 on or before 5:00 p.m.; or
   - (ii.) As of the next business day after receipt, if received after 5:00 p.m.
4. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
5. Digitalized signatures and copies of signatures will have the same effect as original signatures.

(b) Representatives.

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

NEOGOV
c/o Scott Letourneau
222 N Sepulveda Blvd, Ste 2000
El Segundo, CA 90245
310-426-6304
scott@neogov.com

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

Debbie Burson
HR Administrator
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
623-930-2919
dburson@glendaleaz.com

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

City of Glendale,
an Arizona municipal corporation

_____
By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A – ORDER FORM

Customer:	**Bill To:**
City of Glendale, AZ	Attention: Debbie Burson Address: 5850 W. Glendale Ave. Glendale, AZ 85301 Phone: (623) 930-2919 Email: dburson@glendaleaz.gov

Quote Date:	3/13/14	**Valid To:**	12/31/14
Requested Service Date:	TBD	**Initial Term:**	12 Months, with one-year renewal option

Order Summary:

Line	**Description**[1]	**Annual Recurring Cost**	**Non-Recurring Cost**
1.0	Insight Enterprise Edition		
1.1	Subscription License	$17,500.00	
	Sub Total:	$17,500.00	
	Order Total:		**$17,500.00**

[1]More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS at an extra charge)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included in the cost.

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led video tutorial training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
    - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
    - Configure printable job bulletin
    - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
    - Establish the Agency's Insight Enterprise production environment

1.3 Online Training

NEOGOV will deliver online training videos to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. ($17,500.00)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer		**NEOGOV, Inc.**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT B

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 parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial 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 5 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 10 years experience, 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 ten (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 shall 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, Contractor 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 Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor 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 Contractor.

4.2 Liens. City or Contractor 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: **5/27/2014**
Meeting Type: **Voting**
Title: **AUTHORIZATION TO INCREASE EXPENDITURE AUTHORITY WITH PROFORCE MARKETING, INC. FOR ADDITIONAL COSTS ASSOCIATED WITH FIREARMS PURCHASE**
Staff Contact: **Debora Black, Police Chief**

Purpose and Recommended Action

This is a request for City Council to authorize an increase of approximately $3,857, to the previously approved expenditure authority to ProForce Marketing, Inc., dba ProForce Law Enforcement (ProForce), for additional costs associated with the firearms purchase.

Background

The Glendale Police Department (GPD) requested the purchase of new Glock firearms for officer use. An Invitation for Bid (IFB) was administered by Materials Management, and on February 25, 2014, Council awarded IFB 14-25 to ProForce and authorized the purchase of Glock firearms in an amount not to exceed $74,438. The not to exceed amount was based on the original IFB purchase information:

Item No.	Description	Unit Price	Est. Quantity	Total price
1	Glock 21 Gen4 .45 ACP with Night Sights and (3) 13-round magazines each PG21507	$469.00	310 each	$145,390
2	Glock 22 Gen4 .40 caliber with Night Sights and (3) 15-round magazines each PG22507	$409.00	1 each	$409.00
3	Glock 27 Gen4 .40 caliber with Night Sights and (2) 9-round magazines each PG27507	$409.00	1 each	$409.00
4	Glock 30 Gen4 .45 ACP with Night Sights and (2) 10-round magazines each PG30507	$469.00	35 each	$16,415
	GRAND TOTAL		347	$162,623
	TRADE-IN CREDIT		321	-$88,185
	TOTAL PURCHASE AFTER TRADE-IN			$74,438

It was later determined that the "not to exceed" amount requested of Council did not include the applicable 6.35% sales tax due to ProForce. It was further determined that the request for one Glock 22 firearm (Item No. 2 from chart) and one Glock 27 firearm (Item No. 3 from chart) listed in the IFB purchase information would not be ordered at this time. The quotation received from ProForce, with trade-in credit and sales tax, revealed a grand total of $78,294.87.

The requested increase of approximately $3,857 to the previously approved expenditure authority for this purchase is necessary to accommodate the applicable sales tax due to ProForce and complete the order with the accurate total.

Previous Related Council Action

On February 25, 2014 Council awarded IFB 14-25 to ProForce Marketing, Inc., dba ProForce Law Enforcement, and authorized the purchase of Glock firearms in an amount not to exceed $74,438.

Budget and Financial Impacts

If the requested action is approved, the increase of $3,857 would come from the General Fund.

Cost	Fund-Department-Account
$3,857	**1000-12130-521000, General 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

ProForce Quote

Original IFB 14-25

3009 N. HWY 89 PRESCOTT, AZ 86301
TEL: (800) 367-5855 FAX: (928) 445-3468 www.proforceonline.com

QUOTATION

Department: Glendale Police Department (AZ)
Attention: Jerry McDaniel
Phone #:

Date: April 3, 2014
Expiration Date: May 18, 2014
Email/FAX #: jmcdaniel@glendaleaz.c

This Quote is Valid for 45 days. Call 800-367-5855 if Quote is pending at expiration date.

ITEM #	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
PG21507	GLK M21 G4 45AP PST GNS 3MAGS	310	469.00	145,390.00
PG30507	GLK M30 GEN4 45AP GNS 2MAGS	35	469.00	16,415.00
			-	
	XFET OUT		-	
TRADE GUNS	LOT PRICE FOR TOTAL OF 321 TRADE GUNS PER BID# IFB 14-25	1	(88,185.00)	(88,185.00)
			SUBTOTAL	73,620.00
		6.350%	**SALES TAX**	4,674.87
			SUBTOTAL	78,294.87

EXTENDED WARRANTIES:

			HANDLING	
			GRAND TOTAL	**78,294.87**

Notes: Payment Terms: Net 30 days from Invoice date by cash, check, or money order.
Order may include partial shipments. If not allowed, separate PO will be necessary.
Standard Manufacturer's Warranty applies to all purchases, unless otherwise noted.
Quote is based on stated quantities, and is subject to availability and manufacturer's price changes.
20% Restocking Fee on all stocked items. All Special Order Sales are final.

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
PROFORCE LAW ENFORCEMENT

Kari Martin
Law Enforcement Specialist

IMPORTANT: To order, please sign below, attach purchase order, and FAX to 928-445-3468

Quote Acceptance:

Printed Name _____ Date: _____

Signature PO #

3009 N. HWY 89 PRESCOTT, AZ 86301
TEL: (800) 367-5855 FAX: (928) 445-3468 www.proforceonline.com

QUOTATION

Department: Glendale Police Department (AZ)
Attention: Jerry McDaniel
Phone #:

Date: April 3, 2014
Expiration Date: May 18, 2014
Email/FAX #: jmcdaniel@glendaleaz.c

This Quote is Valid for 45 days. Call 800-367-5855 if Quote is pending at expiration date.

PLEASE READ ATTACHED: "Taser International Warranty Terms and Conditions, Release and Limitation of Remedies", as this attachment is to be an integral part of the terms of this quote.

Please be aware that handling charges are not actual freight and are therefore subject to sales tax in California and Washington State.

ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customer from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce law Enforcement or its employees, agents or independent contractors.

ORIGINAL

CITY OF GLENDALE
MATERIALS MANAGEMENT
INVITATION FOR BID

SOLICITATION NUMBER:	**IFB 14-25**
DESCRIPTION:	**GLOCK FIREARMS & TRADE-IN**
OFFER DUE DATE AND TIME:	**JANUARY 24, 2014, AT 2:00 P.M. LOCAL TIME**
SUBMITTAL LOCATION:	**City of Glendale** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

Bids must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Bids are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All bids will be time stamped at the Engineering Department's front counter. Late bids will not be considered.

The City of Glendale offices will be closed on January 20, 2014 in recognition of Martin Luther King Day. Offices will return to regular hours on January 21, 2014.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.3 for additional instructions for preparing an offer.**

Bids shall be opened publicly at the time, place and location designated on this page. The name of each bidder and price offered shall be publicly read and recorded.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Victoria Jackson, CPPB
Contract Analyst
623-930-2867
vjackson@glendaleaz.com

1.0 INTRODUCTION

It is the intent of the City of Glendale ("City") Police Department to establish a contract for the purchase of approximately 310 Generation 4 Glock 21 pistols and an additional 35 Generation 4 Glock 30 [.45 A.C.P.] pistols. The Police Department will be trading in 321 Glock pistols all of which are .40 caliber. This IFB is for specified Glock products only – NO SUBSTITUTIONS WILL BE PERMITTED. Bids including other products will be deemed non-responsive and will not be considered. Bids shall be accepted from Glock Law Enforcement Distributors authorized for Arizona only and proof must be submitted with bid.

1.1 SCOPE OF WORK

Contractor shall provide the following approved weapon(s), including night sights, to the City of Glendale as requested:

1.2 PURCHASE

1.2.1 (310) Glock 21 Gen4 .45 ACP with Night Sights and (3) 13-round magazines each;
1.2.2 (0) Glock 22 Gen4 .40 caliber with Night Sights and (3) 15-round magazines each;
1.2.3 (0) Glock 27 Gen4 .40 caliber with Night Sights and (2) 9 -round magazines each;
1.2.4 (35) Glock 30 Gen4 .45 ACP with Night Sights and (2) 10-round magazines each.

1.3 TRADE-INS

It is anticipated that the following weapons may be used as trade-ins:

DISCLAIMER: The City expressly states all weapons or other items associated with the trade in (the "Weapons") are "as-is" and the City makes no representations as to the condition of the Weapons. The City further expressly disclaims all warranties including any warranties for fitness for particular purpose or merchantability of the weapons. It is the responsibility of the Contractor and or ultimate end user of the weapons to investigate the conditions of the Weapons. The Contractor releases the City from all liability related to the use of the Weapons, and will ensure that any third parties that receive any Weapons are made aware of this disclaimer, including but not limited to the "as-is" nature of the Weapons and agree to release the City from all liability related to the use of the Weapons.

1.3.1 (3) Glock 22 Gen3.40 caliber 11 years old NS with (3) 15-round magazines each; Good Condition;
1.3.2 (21) Glock 22 Gen3.40 caliber 10 years old NS with (3) 15-round magazines each; Good Condition;

1.3.3 (97) Glock 22 Gen3.40 caliber 9 years old NS with (3) 15-round magazines each; Good Condition;
1.3.4 (82) Glock 22 Gen3.40 caliber 8 years old NS with (3) 15-round magazines each; Good Condition;
1.3.5 (50) Glock 22 Gen3.40 caliber 7 years old NS with (3) 15-round magazines each; Good Condition;
1.3.6 (10) Glock 22 Gen3.40 caliber 6 years old NS with (3) 15-round magazines each; Good Condition;
1.3.7 (7) Glock 22 Gen3.40 caliber 4 years old NS with (3) 15-round magazines each; Excellent Condition;
1.3.8 (1) Glock 22 Gen3.40 caliber 3 years old NS with (3) 15-round magazines each; Excellent Condition;
1.3.9 (33) Glock 22 Gen3.40 caliber 2 years old NS with (3) 15-round magazines each; Excellent Condition;
1.3.10 (2) Glock 23 Gen3.40 caliber 7 years old NS with (3) 13-round magazines each; Good Condition;
1.3.11 (1) Glock 23 Gen3.40 caliber 4 years old NS with (3) 13-round magazines each; Good Condition;
1.3.12 (13) Glock 27 Gen2.40 caliber 18 years old NS with (2) 9-round magazines each; Good Condition;
1.3.13 (1) Glock 27 Gen2.40 caliber 16 years old NS with (2) 9-round magazines each; Good Condition.

1.4 DELIVERY

Delivery shall be made to the location(s) contained herein no longer than 90 days after receipt of an order.

Ship to: Glendale Police Department
Attn Sgt Jerry McDaniel
6210 W Myrtle Ave
Glendale, AZ 85301

1.5 ADDITIONAL PURCHASES

The City reserves the right to purchase additional Police Duty Weapon Purchase & Trade In at the bid price for 12 months after the bid award date.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, Standard Terms and Conditions, Special Terms and Conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the Standard Terms and Conditions for this solicitation.

2.2 **RETURN OF BID** One originally signed Bidder Sheet (Section 4.0) and one copy of the Pricing Page (Section 5.0).

The bidder shall complete all sections of the solicitation in the format given (Bidder Sheet, Pricing Page and Additional Submission Requirements) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail."

2.3 **PREPARATION OF BID PACKAGE** Only the following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:

2.3.1 **BIDDER SHEET,** Section 4.0
2.3.2 **PRICING PAGE,** Section 5.0
2.3.3 **ADDITIONAL SUBMISSION REQUIREMENTS,** Section 3.0
2.3.4 **ADDENDUM,** Return all addenda

2.4 **INQUIRIES** Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. All questions must be submitted in writing via electronic mail or facsimile, at least five days prior to the bid due date. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bid number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Invitation for Bid will be binding.

2.5 **PRICE** All prices quoted shall be firm and fixed for the specified contract period. All pricing shall be firm for the initial term of one (1) year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

2.6 **FOB POINT** Prices quoted shall be FOB destination to: CITY OF GLENDALE, ARIZONA.

2.7 **TERM OF AGREEMENT** The term of agreement for this bid shall be for a one (1) year initial period.

2.8 **SUBSEQUENT PURCHASES** The City, with the consent of the successful Contractor(s), reserves the right to purchase additional items as listed in this bid, if Contractor is willing to offer the same terms and conditions as submitted in this bid, for a period of twelve (12) months from the date of City Council approval.

2.9 **ESTIMATED QUANTITIES** Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100 % without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

2.10 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total bid cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

2.11 **INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance

coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance (Minimum)	Limits of Liability
Workers' Compensation	Statutory
Employer's Liability	

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

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

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

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

2.12 **WORKER'S COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City.

2.13 **NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the bids received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

2.14 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all

members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.maricopa.gov/Materials/save.aspx.

2.15 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

2.16 **POST AWARD CONFERENCE** After award of the contract, the Contractor will be required to attend a post award conference.

2.17 **EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the successful contractor(s). It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

The Contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business in Section Four, the Pricing Page.

2.18 **ADDITIONS/DELETIONS OF SERVICE** Additional purchases and or trade-ins may be added during the duration of this Agreement. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

3.0 ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES

3.1 **REFERENCES** Provide with the bid, three (3) letters of reference from companies for whom the Contractor has provided similar products/services in the last twelve (12) months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this bid.

3.2 **AUTHORIZED VENDOR** Provide with your bid a letter attesting your company is a Glock Law Enforcement Distributor authorized to sell firearms in Arizona.

3.3 **CERTIFICATION** Contractor must provide certification that they are a licensed dealer in firearms other than destructive devices.

Proforce Law Enforcement

References

Maricopa County Sheriff's Office

320 W. Lincoln Street

Phoenix, Arizona 85003

Joseph Guy

602-506-3967

Glock and Trades

County of Orange

550 N. Flower Street

Santa Ana, California 92703

Roger Chang

714-834-4700

Glock

City of Phoenix

251 W. Washington Street, 8th Floor

Phoenix, Arizona 85003

Barbara Hummell

602-262-7181

Glock and Trades

GLOCK, Inc. U.S.A.

PERFECTION

GLOCK, Inc. P.O.Box 369
Smyrna, Georgia 30081 U.S.A.

Fax. (770) 437-4714
Tel. (770) 432-1202

City of Glendale
Materials Management
5850 W. Glendale Avenue, Suite 317
Glendale, AZ 85301

21-Jan-14

Re: Authorized Agency Sales

To Whom It May Concern:

Please be advised, ProForce Law Enforcement, located at 3009 N. Hwy. 89 Prescott, Arizona 86301, is an authorized GLOCK law enforcement dealer for sales of GLOCK weapon systems, parts and accessories in the State of Arizona. Therefore, ProForce Law Enforcement can service the procurement needs for GLOCK products of law enforcement agencies in Arizona.

ProForce Law Enforcement will handle directly all communications regarding pricing, terms and conditions as well as trade ins, if any, of out of commission firearms towards partial payment of new GLOCK pistols.

Sincerely,
GLOCK, Inc.

J.W. Dorsey IV
Vice President

Carlos A. Guevara
Vice President & General Counsel

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FFLC
244 Needy Road
Martinsburg, WV 25405-9431

Chief, Federal Firearms Licensing Center (FFLC)

License Number: **9-86-025-01-4G-00508**

Expiration Date: **July 1, 2014**

Name
PROFORCE LAW ENFORCEMENT

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
3009 NORTH HIGHWAY 89
PRESCOTT, AZ 86301-

Type of License
01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement
The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Licensee/Responsible Person Signature

Mel Massimo
Printed Name

President
Position/Title

6/9/12
Date

Mailing Address (Changes? Notify the FFLC of any changes.)
PROFORCE MARKETING INC
PROFORCE LAW ENFORCEMENT
3009 NORTH HIGHWAY 89
PRESCOTT, AZ 86301-

Previous Edition is Obsolete

PROFORCE MARKETING INC 3009 NORTH HIGHWAY 89 86301 9-86-025-01-4G-00508 July 1, 2014 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

ATF Form 8 (5310.11)
Revised September 2008

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: NLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: www.atfonline.gov/fflezcheck

Change of Address *(27 CFR 478.52)*. Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. **(The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)**

Right of Succession *(27 CFR 478.56)*. (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here ✂

Federal Firearms License (FFL) Information Card

License Name: PROFORCE MARKETING INC

Business Name: PROFORCE LAW ENFORCEMENT

License Number: 9-86-025-01-4G-00508

License Type: 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Expiration: July 1, 2014

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFLNewsletter@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

GLENDALE	**Solicitation Number: IFB 14-25** **GLOCK FIREARMS**	**CITY OF GLENDALE** **Materials Management** **5850 West Glendale Avenue, Suite 317** **Glendale, Arizona 85301**

4.0 **BIDDER SHEET** The bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

M-Mann
Authorized Signature

VICE PRESIDENT
Title

PROFORCE MARKETING INC
Company's Legal Name

Sales@proforceonline.com
Company Email Address

3009 N. Highway 89
Address

Prescott, Arizona 86301
City, State & Zip code

928.776.7192
Telephone Number

928.445.3468
Fax Number

Sales@proforceonline.com
Authorized Signer's Email Address

For questions regarding this offer: (If different from above)

Beth Meisheid
Contact Name

928.776.7192
Phone Number

928.445.3468
Fax Number

Sales@proforceonline.com
Contact Email Address

FEDERAL TAXPAYER ID NUMBER: 86-1022874

Arizona Sales Tax No. 20091928 Tax Rate 6.35%

Bidder certifies it is a: Proprietorship ☐ Partnership ☐ Corporation ☑

Minority or woman-owned business: Yes ☐ No ☑

5.0 PRICING PAGE

The quantities referenced in this solicitation are an annual estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not-to-exceed amount shall include all fees and costs associated with the purchase and shipment of the equipment. Tax shall not be included.

5.1 PRICING STRUCTURE

5.2 PURCHASE

Item No.	Description	Unit Price	Est. Qty	Total Price
1	Glock 21 Gen4 .45 ACP with Night Sights and (3) 13-round magazines each PG21507	$469.00	310 each	$ 145,390.00
2	Glock 22 Gen4 .40 caliber with Night Sights and (3) 15-round magazines each PG22507	$ 409.00	1 each	$ 409.00
3	Glock 27 Gen4 .40 caliber with Night Sights and (2) 9 -round magazines each PG27507	$ 409.00	1 each	$ 409.00
4	Glock 30 Gen4 .45 ACP with Night Sights and (2) 10-round magazines each PG30507	$ 469.00	35 each	$ 16,415.00
	GRAND TOTAL		347	$ 162,623.00

COMPANY NAME: PROFORCE MARKETING, INC.

GLENDALE	Solicitation Number: IFB 14-25 GLOCK FIREARMS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301

5.3 TRADE-IN

Item No.	Description	Unit Price	Est. Qty	Total Price
1	Glock 22 Gen3.40 caliber 11 years old NS with (3) 15-round magazines each; Good Condition.	$ 280.00	3 each	$ 840.00
2	Glock 22 Gen3.40 caliber 10 years old NS with (3) 15-round magazines each; Good Condition.	$ 280.00	21 each	$ 5880.00
3	Glock 22 Gen3.40 caliber 9 years old NS with (3) 15-round magazines each; Good Condition	$ 275.00	97 each	$ 26,675.00
4	Glock 22 Gen3.40 caliber 8 years old NS with (3) 15-round magazines each; Good Condition	$ 275.00	82 each	$ 22,550.00
5	Glock 22 Gen3.40 caliber 7 years old NS with (3) 15-round magazines each; Good Condition	$ 275.00	50 each	$ 13,750.00
6	Glock 22 Gen3.40 caliber 6 years old NS with (3) 15-round magazines each; Good Condition	$ 275.00	10 each	$ 2,750.00
7	Glock 22 Gen3.40 caliber 4 years old NS with (3) 15-round magazines each; Excellent Condition	$ 275.00	7 each	$ 1,925.00
8	Glock 22 Gen3.40 caliber 3 years old NS with (3) 15-round magazines each; Excellent Condition	$ 275.00	1 each	$ 275.00
9	Glock 22 Gen3.40 caliber 2 years old NS with (3) 15-round magazines each; Excellent Condition	$ 275.00	33 each	$ 9,075.00
10	Glock 23 Gen3.40 caliber 7 years old NS with (3) 13-round magazines each; Good Condition	$ 275.00	2 each	$ 550.00
11	Glock 23 Gen3.40 caliber 4 years old NS with (3) 13-round magazines each; Good Condition	$ 275.00	1 each	$ 275.00
12	Glock 27 Gen2.40 caliber 18 years old NS with (2) 9-round magazines each; Good Condition	$ 260.00	13 each	$ 3,380.00
13	Glock 27 Gen2.40 caliber 16 years old NS with (2) 9-round magazines each; Good Condition	$ 260.00	1 each	$ 260.00
	GRAND TOTAL		321	$ 88,185.00

COMPANY NAME: PROFORCE MARKETING, INC.

5.4 TOTAL BID

1	Total Purchase Price	$ 162,623.00
2	Total Trade-In Value	$ 88,185.00
	TOTAL BID WITH TRADE-IN	$ 74,438.00

5.5 DELIVERY

Bidder states that all items will be delivered 120 calendar days after receipt of order.

Note: Delivery, as stated in Detailed Specifications, can be met. _____ Yes ✓ No

If no, specify number of days for delivery and why delivery cannot be met. Due to manufacturer demands estimated delivery is 120 days ARO

5.6 MODELS OFFERED

Are the item(s) bid demonstration models? _____ Yes _____ No

Are the item(s) bid brand new models? ✓ Yes _____ No

5.7 TAX AMOUNT Do not include any use tax or federal tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Tax % 6.35

5.8 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES ☐ NO ☑

If your answer is NO, please state terms offered: Net 30 Days

COMPANY NAME: PROFORCE MARKETING, INC.

Exceptions

Bid: City of Glendale

Bid: IFB 14-25

Delivery:

Estimated delivery is 120 days ARO.

Pricing:

Proforce Law Enforcement will hold pricing on new firearms for one (1) year.

Proforce Law Enforcement will hold pricing on Trade-Ins for one (1) year.

Trade-In:

Trade-In price is contingent upon purchase of new firearms from Proforce Law Enforcement. All trades must be sent to Proforce Law Enforcement within 45 days of receiving new product.

Payment: Net 30 Days

Warranty/Repairs: Proforce Law Enforcement does not warranty or repair any products. All warranty and repair work is done through the manufacturers only. The agency must contact each manufacturer directly for any warranty or repair issues. Proforce Law Enforcement will assist in contacting the manufacturer.

If you have any questions or you are in need of additional information, please contact:

Beth Meisheid

Contracts Specialist

928-776-7192

beth.meisheid@proforceonline.com

5.10 EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name PROFORCE LAW ENFORCEMENT

Telephone Number 1-800-367-5855

Alternate Contact N/A

Telephone Number 1-800-367-5855

COMPANY NAME: PROFORCE MARKETING, INC

6.0 SUB-CONTRACTOR LIST

If any Bidder intends to sub-contract any portion of this contract, the Bidder must submit the Sub-contractor List which includes the name, address, license number (if applicable) of each Sub-contractor, including the extent of such sub-contracting, and include with the bid.

NAME: N/A LICENSE: _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

EXTENT OF WORK: _____

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT**
Staff Contact:	**Debora Black, Police Chief**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a grant agreement with the Arizona Governor's Office of Highway Safety (GOHS) Oversight Council on Driving or Operating Under the Influence Abatement, and accept a grant award in the approximate amount of $50,000 to enhance enforcement throughout the City of Glendale.

Background

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. Past grant funding has allowed GPD to increase the number of hours officers dedicate specifically to DUI enforcement and education. The GPD seeks to reduce impaired driving violations not only through enforcement, but also by promoting public awareness to the dangers of drinking and driving.

The City of Glendale is the fourth largest city with an ever-growing population and expanding entertainment district. There is an increase in the number of drivers that travel on Glendale roadways each day. To combat the increase in DUI violations and alcohol impaired drivers, the GPD implemented a full-time DUI enforcement squad in March 2004 with three officers. The squad has since increased to seven officers with a sergeant to oversee operations. The GPD has increased DUI arrests in the last seven years, and with the addition of a mobile DUI processing van in 2006 to aid in faster processing of impaired drivers, the officers are back out for enforcement in a timely manner. The GPD is dedicated to increasing the efforts to curb impaired driving, in order to maintain Glendale as a safe city to travel in, to, and from, and continues its contribution to the Arizona/West Valley DUI Task Force, which promotes roadway safety.

Analysis

Grant fund expenditures will comply with the impaired driving or operating program goal of the DUI Abatement Council in conjunction with Arizona GOHS. The goal is to reduce the incidents of

alcohol and drug related driving or operating, fatalities, and injuries through enforcement, education, public awareness, and innovative programs throughout the State of Arizona.

Staff is recommending that Council enter into a grant agreement with the Arizona GOHS Oversight Council on Driving or Operating Under the Influence Abatement, and accept a grant award in the approximate amount of $50,000. If approved, these DUI Abatement funds will support personnel service (overtime), and employee related expenses to enhance DUI enforcement throughout the city.

Previous Related Council Action

On May 13, 2014, Council adopted a Resolution (No. 4791 New Series) authorizing the City Manager to enter into Change Order No. 2014A-029 to the Arizona GOHS Contract 2014-PT-041 to accept an increase in funding in the approximate amount of $79,000 to purchase additional capital outlay equipment for the Selective Traffic Enforcement Program.

On May 13, 2014, Council adopted a Resolution (No. 4792 New Series) authorizing the City Manager to accept two Arizona GOHS grants in the total approximate amount of $55,000 for the purchase of a DUI/Alcohol enforcement vehicle and personnel related expenses to participate in the two-week "Buckle Up Arizona" enforcement campaign.

On November 26, 2013, Council adopted a Resolution (No. 4743 New Series) authorizing the City Manager to accept five Arizona GOHS grants to enhance speed and occupant protection enforcement in the amount of $155,311.05.

Community Benefit/Public Involvement

If the requested action is approved, the grant award will benefit the citizens and community by allowing the Police Department to use more resources and officers to detect impaired drivers on our roadways.

Budget and Financial Impacts

There is no financial match required for this grant. A specific project account will be established in the city's grant fund, 1840, once the grant is fully executed.

Attachments

Resolution

Agreement

RESOLUTION NO. 4800 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE, IF AWARDED, OF A GRANT APPLICATION FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City Council of the City of Glendale hereby authorizes the acceptance, if awarded, of the following grant application from the Governor's Office of Highway Safety, and the Oversight Council on Driving or Operating Under the Influence Abatement on behalf of the Glendale Police Department:

Grantor:	Oversight Council on Driving or Operating Under the Influence Abatement
Grant No.:	DUIAC-E-030
Project Title:	DUI Enforcement
Purpose:	Personnel Services & Employee Expenses
Approximate Amount:	$50,000

SECTION 2. That the City Manager, or his designee, is hereby authorized and directed to execute any and all documents necessary for the submission and acceptance of said grants, if awarded, on behalf of the City of Glendale.

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

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_gohs_dui

OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT

JANICE K. BREWER
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY
Glendale Police Department

ADDRESS
6835 North 57th Drive, Glendale, AZ 85301

GOVERNMENTAL UNIT
City of Glendale

ADDRESS
5850 West Glendale Avenue, Glendale, AZ 85301

AGREEMENT NUMBER
DUIAC-E-030

PROGRAM AREA
Enforcement

AGENCY CONTACT
Richard Stringer

PROJECT TITLE
DUI Enforcement

BRIEFLY STATE PURPOSE OF PROJECT:
DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale.

BUDGET COST CATEGORY		**Project Period SFY 2013**
I.	**Personnel Services**	$37,736.00
II.	**Employee Related Expenses**	$12,264.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$50,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of DUIAC Chairman Signature*)	**TO:** 04-30-2015
CURRENT GRANT PERIOD	**FROM:** 05-01-2014	**TO:** 04-30-2015

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS PROJECT PERIOD: $50,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:
Glendale, Arizona's fourth largest city is the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams, as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox. The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders our north and west portion of the city and the entertainment districts.

Agency Problem:
Big venue ticket items have increased traffic into the southwest portion of Glendale. In November of 2012, The Tanger Group opened a new retail shopping center within the confines of the Westgate City Center, bringing thousands of visitors into the city during the holiday season. The City of Glendale has over 70 square miles of roadway. The total roadways in the city may reach in the excess of 800 miles within the next few years. We will exceed that figure if annexation of land continues. With future annexation, we may have a portion of the Loop 303 Freeway in the far west portion of the city. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation. The problem/deficiency is an increase in the number of driving under the influence violations and impaired drivers on our roadways. With the increased number of drivers that travel on Glendale roadways each day, the expansion of the city, and the higher number of entertainment districts we have seen an increase in DUI violations and impaired drivers. The city continues to grow in size as does the population. This has a direct impact on our efforts.

Agency Attempts to Solve Problem:
The Glendale Police Department implemented a full-time DUI enforcement squad in March, 2004. We have since increased the squad from the initial 3 officers to a full squad of 7 with a dedicated sergeant to oversee the operations. We have increased our DUI arrests by over 100% in the seven years since. With the addition of a mobile DUI processing van in 2006 to aid in faster processing of impaired drivers, the officers are back out for enforcement in a timely manner. In addition to DUI detection and enforcement, the squad is also tasked with youth alcohol enforcement and education, DRE evaluations, phlebotomy callouts, and liquor inspections. With the expansion of the unit, we have increased our areas of involvement. The squad participates as a member of the Arizona/West Valley DUI task force as well.

The Glendale Police Department is dedicated in increasing the efforts to curb impaired driving, while still making Glendale a safe place to travel to and from. Since the inception of the full time DUI Enforcement Squad, it has become a full squad of expertly trained DUI Enforcement motorcycle officers that are well versed in DUI detection and deterrence. The squad consists of officers trained and certified as DRE (Drug Recognition Expert) and instructors, HGN (Horizontal Gaze Nystagmus) technicians and instructors, as well as qualified Law Enforcement Phlebotomists. This training and experience allows these officers to detect those offenders driving impaired by alcohol and/or drugs, which makes a large impact on the number of devastating traffic collisions when impairment is a factor. Just as important, is the motivation of each of these Glendale officers, as they have the understanding that they are making a difference and find personal reward and satisfaction in what they do each and every day.

Agency Funding:
State DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale.

How Agency Will Solve Problem With Funding:
The Glendale Police Department DUI Enforcement Unit will continue its role as the hub of the West Valley DUI Task Force. Pro-active enforcement efforts will be increased and the police department will continue to be vigilant in the fight against driving under the influence. Officers will continue to conduct pro-active patrols during hours outside of normal shift hours, and on weekends and holidays when DUI violations are more prevalent. The Glendale Police Department will continue to plan, host, and participate in focused efforts to identify impaired drivers and remove them from our roadways before they hurt themselves or others. The Glendale Police Department plans to participate in all of the thirty two (32) multi agency concentrated saturation patrols in the West Valley scheduled for calendar year 2014. Also, The Glendale Police Department intends to host eleven (11) multi agency task force events which will include 4th of July and co-host for New Year's Eve 2014 when impaired driving is much more likely.

TRAFFIC DATA SUMMARY

DESCRIPTION	LAST YEAR (2013)	TWO YEARS AGO (2012)	THREE YEARS AGO (2011)
ALCOHOL-RELATED FATALITIES	9	6	4
ALCOHOL-RELATED INJURIES	8	93	104
TOTAL DUI ARRESTS	810	768	250
TOTAL MISDEMEANOR DUI ARRESTS	764	728	229
TOTAL AGGRAVATED DUI ARRESTS	46	40	21
TOTAL EXTREME DUI .15 ARRESTS	273	335	145
TOTAL DUI-DRUG ARRESTS	52	24	21
DUI PRIOR	61	44	25
TOTAL DRE EVALUATIONS	52	24	18
SOBER DESIGNATED DRIVERS CONTACTED	381	148	50
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	63	37	8
UNDERAGE DUI ARRESTS	61	37	13
UNDERAGE DUI-DRUG ARRESTS	3	1	1

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale. The following goals and objectives shall be accomplished as a result of this funding:

ALCOHOL / DUI-Enforcement or Innovative Program
Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

MEDIA RELEASE
To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Glendale Police Department will implement the following strategies to meet the outlined goals and objectives:

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Alcohol/Impaired Driver Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The Quarterly Report (QR) purpose is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
2014-2 Quarterly Report (April 1 to June 30)	July 30, 2014
2013-3 Quarterly Report (July 1 to September 30)	October 30, 2014
2013-4 Quarterly Report (October 1 to December 31)	January 30, 2015
2014-1 Quarterly Report (January 1 to March 31)	April 30, 2015
Final Statement of Accomplishment	Within 30 days after Agreement end date

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). ***Note:*** The "Quarterly Summary DUI Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment if applicable.

Final Statement of Accomplishments

- The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Debora Black, Chief of Police, Glendale PD, shall serve as Project Director.

Richard Stringer, DUI Motors Sergeant, Glendale PD, shall serve as Project Administrator.

Philip Corbell, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. **Failure to meet the reporting requirements may be cause to terminate the project.**

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings

- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $50,000.00	Desk Review/Phone Conference.
$50,000.01-$99,999.99	In-House GOHS Review
$100,000+	On-Site
Capital Outlay Greater than $25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation

- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates on the last day of the month at the end of the one year period as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$37,736.00
II.	Employee Related Expenses	$12,264.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$50,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police department shall absorb any and all expenditures in excess of **$50,000.00**.

DAILY ENFORCEMENT REPORT
(For Agency Use Only)

_____
Month **Day** **Year**

DESCRIPTION	AGREEMENT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
DUI PRIOR		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

_____

Reporting Period

DESCRIPTION	AGREEMENT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
DUI PRIOR		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.

D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.

D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Sudan and Iran

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

XIX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. ***Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):***

Name: DEBRA BLACK

Title: Police Chief

Telephone Number: 623 930-3285 Fax Number: _____

E-mail Address: DBLACK@GlendaleAZ.com

2. ***Agency's Fiscal Contact:***

Name: David Rice

Title: Management Assistant

Telephone Number: 623-930-3296 Fax Number: _____

E-mail Address: drice@GlendaleAZ.com

Federal Identification Number: 86-6000247

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department
(Agency)

6835 N. 57th Drive
(Address)

Glendale AZ 85301
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.

B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Debora Black, Chief of Police
Glendale Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Brenda S. Fischer, City Manager
City of Glendale

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-1303, and the funds authorized for this Project have been provided for by ARS §28-1304. The expenses are **prepaid** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

2. **A. EFFECTIVE DATE:**

   Authorization to Proceed Date

   B. STATE FUNDS:

   $50,000.00

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the Oversight Council on Driving or Operating Under the Influence Abatement

_____ _____

Alberto Gutier, Director
Governor's Highway Safety Representative

Date

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR 59TH AND OLIVE AVENUE INTERSECTION SAFETY IMPROVEMENTS**
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 the Arizona Department of Transportation (ADOT) for design of the intersection safety improvement project at 59th and Olive avenues.

Background

This IGA with ADOT will provide funding for the design of safety improvements at the 59th and Olive avenues intersection. This intersection has the highest incidence of accidents in Glendale, with over 450 crashes over a five-year period (2008 – 2012), including one fatal collision. In May 2013, ADOT completed a road safety assessment (RSA) for the intersection to develop a list of potential safety enhancements. Improvements identified included raised medians, traffic signal upgrades, streetlights and other pedestrian/bicycle safety improvements.

Analysis

The RSA for 59th and Olive avenues identified near- and long-term improvement projects. Near-term enhancements included striping and signal modifications. Long-term changes encompassed raised medians, street lighting and sidewalk improvements.

To date, the near-term recommendations—such as flashing yellow arrows—have been implemented by Transportation Services. Federal Highway Safety Improvement Program (HSIP) funding has been identified and secured for design, right-of-way acquisition and construction of many of the long-term improvements in Fiscal Years 2013-14, 2015-16, and 2016-17, respectively. An additional IGA with ADOT will come forward for Council consideration when the funds are programmed for right-of-way acquisition and construction.

Community Benefit/Public Involvement

A safe and efficient transportation system is a quality-of-life issue for Glendale residents. This project has identified safety enhancements that will directly impact the operation of this

intersection. Due to its close proximity to Glendale Community College, there is a high volume of pedestrians, bicyclists and transit users at the 59th and Olive avenues intersection.

Improvements to 59th Avenue, between Grand Avenue and Union Hills Drive—which include the Olive Avenue intersection—were included on the GO Transportation Program voter ballot. This project has been incorporated into the annual GO Open house public meeting since the program's inception in 2001. Comments regarding the project have consistently been positive.

Budget and Financial Impacts

Funding will be provided by ADOT using federal HSIP funds in the amount of $309,332 for design. The required local match for this phase is $22,028. Matching funds have been included in the draft Fiscal Year 2014-15 capital improvement program budget.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the city will be responsible for the additional costs.

Operating and maintenance costs associated with this project will be absorbed into the GO Program operating budget (1660-16590-524400).

Cost	Fund-Department-Account
$22,028	**2210-65096-551000, 59th Ave/Olive Ave Safety**

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. 4801 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 ARIZONA DEPARTMENT OF TRANSPORTATION FOR INTERSECTION SAFETY IMPROVEMENTS AT OLIVE AND 59TH AVENUES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (**JPA No. 14-0004206-I**) for the Intersection Safety Improvements project located at Olive and 59th Avenues be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_adot_14_4206i

ADOT CAR No.: IGA /JPA 14-0004206-I
AG Contract No.: P001 2014001622
Project: Intersection Safety Improvements
Section: Olive and 59th Avenues
Federal-aid No.: GLN-0(246)T
ADOT Project No.: SH635 03D
TIP/STIP No.: MAG 2014 GLN14-104
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.

4. The improvements proposed in this Agreement, hereinafter referred to as the "Project," include safety countermeasures at the intersection of Olive Avenue and 59th Avenue with median treatments extending 350 feet south and west,420 feet east and 755 feet north. In addition, the Project includes the relocation of a traffic signal, modification of the traffic signal head to flashing yellow arrows, reconstruction of the bus bay (west and east legs), new streetlights, dual ADA ramps on all four corners and wider sidewalks on the northwest and southeast corners. The State will administer the scoping and design of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping and design of the Project. The estimated Project costs are as follows:

SH635 03D scoping/design):

Federal-aid funds @ 94.3% (capped)	$ 309,332.00
City match funds @ 5.7%	$ 18,698.00
City additional funds @ 100%	$ 3,330.00
Subtotal - Scoping/Design Costs*	$ 331,360.00
Total Estimated City Funds	**$ 22,028.00**
Total Federal Funds	**$ 309,332.00**
Total Estimated Project Costs	**$ 331,360.00**

* (Includes ADOT Project Management & Design Review (PMDR) costs)

The Parties acknowledge that the final Project design costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final Project design cost estimate is less than the initial estimate, the difference between the final design cost estimate and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the estimated Project design cost amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows**:**

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the City's share of the Project design costs, currently estimated at **$22,028.00**. If, during the development of the design, additional funding from the City is required, the State will invoice the City in increments of $5,000.00 to cover projected PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and design costs.

c. On behalf of the City, prepare and provide all pertaining documents for the design of the Project; review and approve documents required by FHWA to qualify the Project for and to receive federal funds, incorporating comments from the City, as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents, including the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis and activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all documentation required to FHWA containing the above-mentioned Project with the recommendation that funding be approved for scoping, design. Request the maximum federal funds programmed for the scoping and design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

e. Be granted, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

f. Notify the City that the Project design has been completed and is considered acceptable, coordinating with the City as appropriate. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance. Not be obligated to construct said Project, should the City fail to budget for or obtain funding to construct the Project, as set forth in this Agreement.

2. The City will:

a. Upon execution of the Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, and within thirty (30) days of receipt of an invoice from the State, pay the City's Project design costs, currently estimated at **$22,028.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual design review and design costs of the Project.

c. Review design plans, specifications and other such documents and services required for the construction bidding and installation of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

f. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

g. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including

without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

h. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays attributable to the City, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

i. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right-of-way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of scoping and design work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to furnish and provide the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

5. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend $500,000.00 or more (prior to 12/26/14) and $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

The City of Glendale
Attn: Robert Darr
5850 W. Glendale Avenue
Glendale, Arizona 85301
(623) 930-2942
rdarr@glendaleaz.com

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

THE CITY OF GLENDALE

By _____
BRENDA S. FISCHER, ICMA-CM
City Manager

STATE OF ARIZONA
Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
City Clerk

May 12th 2014-ly

IGA/JPA 14-0004206-I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____2014.

_____

City Attorney

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION FOR A LICENSE AND USE AGREEMENT WITH HEART FOR THE CITY FOR A COMMUNITY GARDEN**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a License and Use Agreement (License) with Heart for the City, a not-for-profit corporation, for the use of city-owned property for a community garden.

Background

The city owns and manages an assortment of real property including public buildings, parks, facilities and other assets. The city provides these facilities for conducting city business and for use by the community. At the March 4, 2014 Workshop, Council directed staff to seek opportunities for use of these underutilized city-owned properties.

The City of Glendale owns approximately one-half acre of vacant land located adjacent to Fire Station No. 152 at 6850 West Bethany Home Road. Heart for the City desires to use the property as a community garden for the production of vegetable and fruit crops and other plants and crops, and as an educational resource regarding food production, gardening, and nutrition.

Analysis

The License will allow Heart for the City to use the property as a community garden and for no other purposes, per all the terms and conditions set forth in the License agreement. The License term is for a three-year initial period, and the city may, at its option and with the approval of Heart for the City, extend the term of this License for an additional two years, renewable on an annual basis.

The city currently is responsible for the maintenance of the property, including weed and dust control, and will be relieved of this obligation under the License. The city will License the property to Heart for the City in its current condition, "as is," with no representation or warranty by the city as to the quality, condition or suitability of use, and without any liability or obligation on the part of the city of making any alterations, improvements, or repairs of any kind on or about the property.

Heart for the City intends to improve the property by establishing water service and constructing other improvements, such as installing fencing and a gazebo. Heart for the City shall, at its sole cost and expense, procure all necessary permits, certificates, licenses, and other authorization required, and shall be responsible for the payment of all city water, electricity, sewer or storm sewer charges, including the installation of a water meter, or any other utility service during their use of the property.

Heart for the City shall procure and maintain for the duration of the License, insurance against claims for injuries to persons or damages to property, and shall be responsible for the payment of any property or other applicable taxes (personal or real estate) during their use of the property.

The property in question has no commercial viability due to its size and location. Allowing Heart for the City to establish a community garden improves the overall aesthetic of the area and takes an otherwise small parcel of city land and makes it a useful community space.

Previous Related Council Action

At the March 4, 2014 Workshop, Council received information on the guidelines for a license agreement between the city and any interested parties that would like to use city-owned land and vacant parcels.

Community Benefit/Public Involvement

Heart for the City strives to improve the physical and emotional well-being of children and poor families of inner city communities. A community garden tended by the local residents is a source of civic pride for participants, and can foster relationships to create a stronger neighborhood.

Budget and Financial Impacts

The City will receive $10.00 per year under the terms of this agreement.

Attachments

Resolution

Agreement

Map

RESOLUTION NO. 4802 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AND USE AGREEMENT WITH "HEART FOR THE CITY" FOR USE OF CITY REAL PROPERTY LOCATED AT APPROXIMATELY 6850 WEST BETHANY HOME ROAD FOR THE PURPOSE OF A COMMUNITY GARDEN IN GLENDALE, ARIZONA.

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

SECTION 1. That the City Council hereby authorizes the City Manager or her designee to enter into a License and Use Agreement with "Heart for the City," an Arizona non-profit corporation, for use of City real property located at approximately 6850 West Bethany Home Road for use as a community garden in Glendale, Arizona. A copy of said License is on file with the City Clerk.

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

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

l_com_garden

LICENSE AND USE AGREEMENT

This License and Use Agreement ("License") is executed to be effective this ____ day of _____, 2014 between the City of Glendale, an Arizona municipal corporation ("City"), and Heart for the City, an Arizona non-profit corporation ("Heart for the City" or "Licensee") for the use of City-owned property for a community garden, as provided herein. The City and Heart for the City are sometimes collectively referred to in this License as the "Parties," either of which is sometimes individually referred to as "Party."

RECITALS

A. The City owns approximately one-half acre of vacant land located adjacent to Fire Station No. 152 at 6850 West Bethany Home Road, Glendale, Arizona as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

B. The City currently is responsible for the maintenance of the Property, including weed and dust control, and will be relieved of this obligation under the License.

C. Heart for the City is a not-for-profit corporation that, among other things, strives to improve the physical and emotional well-being of children and poor families of inner city communities.

D. A garden tended by a community's residents becomes a source of physical activity, civic pride for participants, and can foster relationships to create a stronger neighborhood.

E. The City and Heart for the City desire for Heart for the City to use the Property as a community garden for the production of vegetable and fruit crops and other plants and crops, and as an educational resource regarding food production, gardening, and nutrition.

F. Heart for the City intends to improve the Property by establishing water service and constructing other improvements, such as installing fencing and a shaded structure.

G. The City finds that there is a public purpose for any City expenditure authorized by this Agreement and that the benefit to the City resulting from the Heart for the City's use of and improvements to the Property in accordance with the terms of this License are at least substantially equal to the City's expenditure.

AGREEMENT

NOW THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this License, and in consideration of the terms of this License, the Parties hereby agree as follows:

1. **Location and Use Fee.** The City hereby licenses to Licensee the Property, consisting of approximately 24,295 square feet (0.5577 acres) of land as depicted and legally described in Exhibit A, attached and incorporated herein by this reference, for the term of this License for payment of a Use Fee equal to Ten and No/100 Dollars ($10.00) per year

payable within 30 days of the Effective Date and annually thereafter, subject to the Licensee's performance of its obligations under this License.

2. **Effective Date & Duration.** The License commences upon the Effective Date and continues for a three-year initial period ("Term" or "License Term"). The City may, at its option and with the approval of Licensee, extend the term of this License an additional two years, renewable on an annual basis. Licensee will be notified in writing by the City of its intent to extend the License period at least 30 calendar days prior to the expiration of the original or any renewal License period. There are no automatic renewals of this License.

3. **No Warranties by City.** City licenses the Property to Licensee in its current condition, "as is," with no representation or warranty by the City as to the quality, condition or suitability of use, and without any liability or obligation on the part of the City of making any alterations, improvements, or repairs of any kind on or about the Property.

4. **Use Restrictions.** Licensee shall, in consultation and coordination with the City, use the Property as follows:

   4.1. Licensee is granted the right during any Term to occupy and use the Property for a community garden to be operated and maintained in accordance with the terms of this License and the Community Garden Standards, as stated in Section 4.5 herein and for no other purposes; provided that Licensee shall, at its sole cost and expense, procure any and all necessary permits, certificates, licenses, and other authorizations required for said purposes.

   4.2. Licensee hereby covenants and agrees that it shall not use or occupy the Property or permit the Property to be used contrary to any federal, state, county, or local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by the City; nor permit, create, or tolerate any public or private nuisance upon said Property.

   4.3. Licensee shall not use or permit others to use the Property for any purposes other than as expressly stated herein.

   4.4. Licensee shall not, nor cause to be, nor allow any other person to deposit, store, dispose of, place or otherwise locate or allow to be located on, under, or within the Property, any hazardous substances, including Lead, Cadmium, Arsenic and Poly Aromatic Hydrocarbons and as the term is defined and/or regulated under any federal, state or local law, rule, regulation or order. In the event any such substances are found on, under or within the Property, the Licensee will be solely responsible for any and all liabilities from such substances on, under, or within the Property, including the removal and/or remediation of such substances. Licensee hereby agrees to fully indemnify City for any and all violations of this provision to the full extent of the law.

   4.5. Licensee shall comply with the following Community Garden Standards in the use of the Property:

      a. Licensee may only place improvements and fixtures, including fencing, signage, gazebo, water meter(s), lighting, benches, accessory buildings, and the like, on the Property upon making the proper application and

obtaining City approval, including but not limited to, pursuant to the City's Zoning Ordinance and Building Codes (2012 International Building Code, 2012 International Plumbing Code, 2011 National Electrical Code, 2009 International Fire Code, 2010 Americans with Disabilities Act Standards for Accessible Design and City of Glendale Amendments). In the event that any improvements are constructed, Licensee shall be responsible for providing the insurance on the improvements.

b. Licensee shall provide and be solely responsible for the installation, use, maintenance and cost of all utilities required for the operation of the community garden on the Property, including all water, sewer, sanitation (trash collection) and electricity.

c. Licensee shall operate and maintain the Property in a neat and orderly manner and in accordance with all applicable City and County requirements, including erosion control, weed control, trash pick-up, and dust control. All dirt areas used for vehicle parking shall be treated with asphalt millings or other approved dust control measures. Parking on native soil is not allowed.

d. Licensee shall not permit gardeners or invitees to enter the Property before 6:00 a.m. or be on the Property after 8:00 p.m. Licensee shall also require gardeners to conduct their activities on the Property in a manner that does not disturb the peaceful and quiet enjoyment of the residents who live in the neighborhood or create nuisances as prohibited by the Glendale City Code.

e. Licensee must obtain approval for lighting through the City's normal approval process but in no event shall a light pole exceed 15 feet in height.

f. Licensee shall not use or store petroleum-based products, fertilizers, pesticides, propane or other chemicals on the Property, unless expressly permitted, in writing, by the City. Use of raw animal waste (manure), unless expressly permitted, in writing, by the City and or human sewage is expressly prohibited.

g. Sales of produce from the garden are permitted in compliance with local, county and state laws. Sales of any merchandise other than produce shall be undertaken only upon prior express permission by City, in compliance with Glendale City Code and applicable state laws. Licensee shall be solely responsible for payment of any and all associated taxes, License fees and permitting fees.

h. Licensee agrees to pay City, within thirty (30) days of being billed, any utility expenses incurred by City during the Term of the License (and any renewal period), for utility costs directly related to Licensee's use, including but not limited to water and sewage expenses, and solid waste disposal.

i. Licensee agrees to maintain its non-profit status during the Term of this License (and any renewal period). Should Licensee fail to qualify as a

tax-exempt charitable organization or otherwise cease to operate as a charitable organization under I.R.C. 501(c)(3), the City may immediately terminate this License in addition to all other rights and remedies available by law or in equity, for breach of this License.

j. The Licensee, at its sole expense, shall construct all improvements in compliance with the Americans with Disabilities Act (ADA), as amended from time to time, including City amendments. Licensee shall submit all plans pertaining to ADA compliance to the City for approval prior to any construction of improvements.

5. **Soils Testing.**

5.1. Prior to using the Property, Licensee shall obtain, and provide to the City soil test results for Lead, Cadmium, Arsenic and Poly Aromatic Hydrocarbons (PAHs) from a soils testing consultant acceptable to the City. If the soil test results indicate a contaminant level exceeding the maximum level established by EPA/ADEQ and as listed in the Arizona Administrative Code: http://www.azsos.gov/public_services/Title_18/18-07.htm ("Maximum Contaminant Level"). Licensee shall not use the Property and this License shall be automatically terminated. In no case may Licensee begin planting until acceptable soil test results are provided to the City.

5.2. Prior to the addition any soil, topsoil, soil enhancement or similar product to or on the Property, except soil, topsoil, soil enhancements or similar products purchased from a commercial retailer, Licensee shall obtain and provide to the City the soil tests as set for in Section 5.1. If the soil test results indicate a contaminant level exceeding the Maximum Contaminant Level established by, Licensee shall not add to or use the product on the Property.

5.3. Within 30 days prior to any License termination, Licensee shall obtain, and provide to the City soil test results for Lead, Cadmium, Arsenic and Poly Aromatic Hydrocarbons (PAHs) from a soils testing consultant acceptable to the City. If the soil test results indicate a contaminant level exceeding the Maximum Contaminant Level established by, Licensee will be solely responsible for any and all liabilities from such substances on, under, or within the Property, including the removal and/or remediation of such substances. Licensee hereby agrees to fully indemnify City for any and all violations of this provision to the full extent of the law.

6. **Maintenance and Repair.** During the Term, Licensee at its sole cost and expense shall do and perform the following:

6.1. Keep the Property in a neat, clean, pest-free and debris-free condition, including but not limited to keeping the Property free of weeds, pests, dead vegetative materials, garbage, compost, offensive odors, and tools and equipment.

6.2. Keep the Property clear of all obstructions or refuse of any kind.

6.3. Keep and maintain the Property in good and substantial repair so that the Property fully complies with all applicable laws, statutes, ordinances and regulations.

6.4. Keep and maintain any abutting sidewalk around the Property in a neat, clean and dust-free condition, free and clear of all obstructions or refuse of any kind.

6.5 In the event the Property shall be in such condition, need or state of disrepair that Licensee cannot continue to occupy and use the Property as permitted hereunder, City shall have no obligation to make, or liability for not undertaking to make, any alterations, improvements or repairs of any kind to the Property necessary to continue Licensee's use and occupancy of the Property during the Term, and that upon such an event Licensee may make the alterations, improvements or repairs necessary to continue the License, all at Licensee's sole cost and expense, and with the prior written approval of City, which approval shall not be unreasonably withheld.

6.6. Erect and maintain a fence in accordance with City requirements enclosing the community garden Property. Licensee shall submit a site plan which depicts the location and design of the fence.

6.7. Property shall at all times be under the control of Licensee. As a result, Licensee is solely responsible for all security to protect the community garden on the Property. However, the City reserves the right to have designated employees or agents enter the Property at any and all reasonable times. The designation of authorized individuals authorized to enter the Property shall be determined solely by the City or its designee, such interruption is necessary in the interest of public health or safety.

7. **Alterations and Modifications.** Licensee shall not make, or cause to be made, any alterations or modifications to the Property without the prior written consent of the City. All City-approved alterations and modifications shall be (i) performed and completed in a good, workmanlike manner at the sole cost and expense of Licensee; (ii) completed in compliance with all applicable laws, ordinances, codes, rules, regulations, and/or orders; and (iii) shall become a part of the Property, and any title shall vest in and be retained by City. In any operation where more than one-tenth ($1/10^{th}$) of an acre of surface area is distributed and/or when unpaved onsite haul roads are used, Licensee will obtain a dust control permit from the Maricopa County Air Quality Department.

8. **Improvements and Liens.**

8.1. Licensee covenants and agrees that any and all improvements made by Licensee to the Property during the Term shall be made only with the written consent of City, and shall, at the termination of this License, without any cost to the City, right of recoupment or right of set-off against any unpaid amounts, become the sole property of City.

8.2. Licensee shall not permit the Property to become subject to any lien, including for liens imposed as a result of activities of Licensee, and if any lien attaches to the Property or any portion thereof, it shall constitute a material breach of the License. City retains the right in its discretion to pay and discharge any such liens, and the amount of the liens, together with costs and reasonable attorneys' fees, shall become additional amounts due immediately hereunder from Licensee.

9. **Utilities and Services.** Licensee shall be solely responsible for the provision and payment of all City water, electricity, sewer or storm sewer charges, including the installation of a water meter, or any other utility service used on the Property during the Term, and any accruing prior to or following the Term, relating to Licensee's use of the Property.

10. **Assigning and Subletting.** This Agreement is not assignable by and any assignment will be void and vest no rights in the purported assignee. Notwithstanding this provision, the City hereby consents to Licensee permitting community gardeners access to and use of the Property in accordance with the terms of this License.

11. **Right of Inspection.** Licensee agrees to permit City or City's agents, contractors, or employees to enter the Property at all reasonable times, and at any time in the case of emergency maintenance or repair, to view, or for normal maintenance or repair work, and Licensee hereby waives any and all claims and demands for loss or damage on account thereof. City shall conduct its right of entry in a manner so as to reasonably minimize the disruption of Licensee's operations.

12. **Use of City's Name/Logo.** In its activities pursuant to this License, the Licensee shall not display the name "City of Glendale" or the City's logo or seal on its written materials without the prior written approval of the City Manager or designee.

13. **Indemnification.** Licensee agrees to pay and to protect, defend, indemnify and save harmless City from and against, any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Licensee and any and all reasonable attorneys' fees and expenses of City), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from any acts or omissions as a result of Licensee's or any of its agents, servants, employees, contractors, licensees, sub-licensees or invitees use and occupancy of the Property including, but not limited to the following:

    13.1. Any work or thing done in, on, or about the Property or any part thereof, except for any work or things done by City.

    13.2. Injury to, or the death of persons or damage to property on the Property or upon adjoining sidewalks, including such injuries, death or damages which may occur on adjoining streets, alleys and curbs in any manner growing out of or connected with the use, non-use, condition, possession, operation, maintenance, management, or occupation of the Property.

    13.3. Any negligence or intentional wrongful acts on the part of the Licensee or any of its agents, contractors, servants, members, officers, directors, volunteers, employees, licensees, sub-licensees and/or invitees.

    13.4. Violation of any agreement or condition of this License and of conditions, permits, agreements, restrictions, statutes, charters, laws, rules, ordinances, or regulations affecting the Property or the ownership, occupancy, or use thereof.

    13.5. Nothing herein shall be construed to obligate Licensee to protect, indemnify, and save City and its officers and employees harmless from and against liabilities, losses, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands, and judgments arising from or by reason of the grossly

negligent or intentional wrongful acts of City or any of its agents, employees, or officers.

14. **Insurance.** Licensee shall procure and maintain for the duration of the License, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the License and use of the Property hereunder and the results of that License and use by the Licensee, his agents, representatives, employees or subcontractors as detailed in Exhibit B, attached and incorporated herein by this reference.

15. **Taxes.** Licensee shall be responsible for the payment of any property or other applicable taxes (personal or real estate) or ad valorem taxes and assessments which may be assessed, levied or imposed upon the Licensee or the Property during the Term including any resulting from Licensee's occupancy and/or use of the Property. Licensee shall have the right to lawfully contest the amount of any such taxes or assessments.

16. **Breach and Right of Re-Entry.** If any part of the Property shall be assigned without the consent of City as required herein; or if any term, condition, covenant, or obligation is breached by Licensee, Licensee hereby authorizes and fully empowers City to use all lawful means available to terminate this License and to re-enter and take possession of the Property, and remove all property thereon.

17. **Termination of License.**

    17.1. At any time during the Term (or any renewal period), either the City or the Licensee may terminate this License without cause by giving the other party ninety (90) days prior written notice of License termination.

    17.2. The City may terminate the License with cause for a breach by Licensee of this License by giving Licensee fifteen (15) days prior written notice of License termination. In addition, the License is subjection to cancellation pursuant to A.R.S. § 38-511.

    17.3. In the event of termination for any reason, Licensee will keep and maintain the Property during the Term (or during any renewal period), and quit and deliver up the Property to City peaceably and quietly at the end of the Term (or at the end of any renewal of the period), or at any earlier termination date determined by City, in a good order and condition, and restored close to its original state, reasonable use excepted.

18. **No Relocation Benefits.** Upon termination of the License, Licensee acknowledges and agrees that it is not entitled to receive any relocation benefits or assistance under federal and state relocation laws and regulations and shall make no claim for such relocation benefits.

19. **ADA and Legal Compliance.** Licensee in the construction, repair and/or maintenance of any improvements on the Property shall fully comply with state law concerning the Legal Arizona Workers' Act and the requirements of the Americans with Disabilities Act (ADA), as amended from time to time. Licensee is solely responsible to select and retain contractors for the construction, installation, repair or maintenance of all permitted improvements, so long as all selection, retention and payment is in compliance with applicable law. City shall not in any way, be held liable or responsible for the debts of

Licensee, including the obligations concerning construction, installation, repair or maintenance of the Property.

20. **Entire Agreement.** This License contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement, amendment, modification or promise made by any party or by any employee, officer, or agent of any party shall be binding, unless it is in writing and signed by all the parties to this License.

21. **Governing Law.** This License is to be construed and enforced according to and governed by the laws of the State of Arizona, County of Maricopa.

22. **Time.** Time is of the essence in the performance of this License.

23. **Severability.** Should any term or provision of this License be held to be invalid or unenforceable then the remainder of this License shall not be affected thereby and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

24. **Successors.** All of the provisions contained in this License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

25. **Captions.** The captions of this License are for convenience only, and are not a part of this License and do not in any way limit or amplify the terms and provisions hereof.

26. **Notices.** Any notice, consent or waiver required or permitted to be given or served by either party to this License shall be in writing and either delivered personally to the other party or mailed by certified or registered mail, return receipt requested, addressed as follows:

CITY: City of Glendale
Attention: Stuart Kent
6210 West Myrtle Avenue
Suite 111
Glendale, Arizona 85301

COPIES TO: City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

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

LICENSEE: Joe Enriquez
CEO/President
Heart for the City
P.O. Box 2
Glendale, Arizona 85311

Either party may change its address by serving written notice on the other party.

27. **Surrender of Possession.** Licensee shall on the last day of occupancy, or on the earlier termination as provided in this License, peaceably and quietly surrender and deliver the Property, and every part thereof, to City. Any trade fixtures, equipment or personal property used in connection with the use and operation of the Property which are not removed at the termination of this License shall be deemed abandoned and become the sole property of City without any payment or offset therefore.

28. **Binding.** The parties agree that all the covenants, terms, obligations and conditions of this License shall extend, apply to, and firmly bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto as fully as the respective parties are themselves bound, but this provision shall not authorize the assignment or underletting of this License contrary to the provisions herein contained.

(Signatures appear on the following page.)

The parties have signed and executed this _____ day of _____, 2014.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Brenda S. Fischer
City Manager

ATTEST:

_____
Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

_____(Signature)
Michael Bailey
City Attorney

LICENSEE
Heart for the City,
an Arizona non-profit corporation

By: _____

Its: CEO/President

EXHIBIT A

Legal Description and Depiction

All that certain parcel or parcels of land, consisting of approximately 24,295 square feet (0.5577 acres) of land located adjacent to City of Glendale Fire Station 152 at 6850 West Bethany Home Road, City of Glendale, County of Maricopa, State of Arizona, more particularly described as follows:

The North 146 Feet of the South half of the West half of the West half of the West half of the Southeast quarter of the Southeast quarter, Section 12, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, records of Maricopa County, Arizona.

EXHIBIT B

Insurance Requirements

Licensee shall procure and maintain for the duration of the License insurance against claims for injuries to persons or damages to property which may arise from or in connection with the License and use of the Property hereunder and the results of that License and use of the Property by the Licensee, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence, **$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Contractors' Pollution Legal Liability** with limits no less than $1,000,000 per occurrence or claim and $2,000 policy aggregate. If coverage is provided on a claims-made coverage basis, the retroactive date must be shown and this date must be before the execution date of the License or the beginning of work. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after termination of the License.
3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this License, the Licensee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or

self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Licensee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

LICENSE AND USE AGREEMENT WITH HEART FOR THE CITY FOR A COMMUNITY GARDEN

GLENDALE AZ

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AWARD OF BID AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR IMPROVEMENTS AT THE OASIS WATER CAMPUS**
Staff Contact:	**Craig Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with Diamond Ridge Development Corporation in an amount not to exceed $53,330 for improvements to the Oasis Water Campus Administration offices.

Background

The Oasis Water Campus (Oasis) has become the primary facility for Water Services leadership and administration. Relocating management staff from their previous office space at Field Operations to Oasis will enhance communication and organizational effectiveness between the various work groups and support staff in Water Services.

To facilitate this transition, additional space is needed for nine management level staff. Work will include labor and materials, some demolition of interior walls and installation of new interior walls, doors, painting, wall coverings, and minor revisions to the HVAC, electrical, and fire sprinkler systems.

Analysis

Water Services is a large complex business providing critical services to the citizens and businesses of Glendale, and having key management in a central location promotes efficiency and increased communication. The Engineering Department received seven bids for this project, with Diamond Ridge Development Corporation submitting the lowest responsive bid.

Budget and Financial Impacts

Contingent on Council's approval of the FY 2014-15 budget, funding is available in the Water Services FY 2013-14 operating and maintenance budget.

CITY COUNCIL REPORT

Cost	Fund-Department-Account
$53,330	**2360-17110-518200, Utilities Administration**

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

Bid Tab

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Diamond Ridge Development Corporation, an Arizona corporation ("Contractor") as of the _____ day of _____, 20__.

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 the **Notice to Contractors** and the attached **Exhibit A** ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders,** and the **Maricopa Association of Governments** ("MAG") **General and Supplemental Conditions and Provisions;**

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with 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 contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

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

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

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

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within thirty (30) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.

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

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

3.4 **Coordination; Interaction.**

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor 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 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $53,330.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

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

(A) Adjustments to the Scope or 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 and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

(A) The Contractor 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 Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors 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.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

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) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(A) Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

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

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor 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.

(2) Sub-contactors 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, products and completed operations, 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.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

(A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

(A) To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(B) This indemnity and hold harmless policy 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(C) Contractor 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.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

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

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor 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 8.

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

8.6 Contractor'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.

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

9. **Conflict.** Contractor 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.

10. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

11. **Notices.**

11.1 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 private express overnight delivery 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, or 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 on or before 5:00 p.m.; 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.

11.2 **Representatives.**

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

Diamond Ridge Development Corporation
Attn: Jeffery Green
P.O. Box 2602
Peoria, Arizona 85380

(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
Attn: Jim McMains
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

City of Glendale
City Attorney
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 considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a

written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) **Changes.** Contractor 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.

13. **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.

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

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor 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) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 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.

14.3 **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.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

14.5 **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.

14.6 **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 to applicable law.

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

15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **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	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

_____

By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____

City Clerk (SEAL)

APPROVED AS TO FORM:

_____

City Attorney

Diamond Ridge Development Corporation
an Arizona corporation

_____

By: Jeffery W. Green
Its: Director

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

Base Bid: Provide labor, equipment, and materials for tenant improvements at the Oasis Water Treatment Plant Administration Offices. Work includes demolition of existing interior walls, installation of new interior walls, door frames, doors, door hardware, painting and wall coverings. Also includes minor revisions/new installations of HVAC, electrical, and fire sprinkler system.

Alternate 2: Steel Door Frames – Timely Classic Frame, C-Series, 18 Gage 1¾" Type F, Color Browntone (SC101), (TA-8 Steel)

Alternate 3: Oak Door – Match existing oak doors as represented in the existing Administration Offices

Project 121336

EXHIBIT B

CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $53,330.00

DETAILED PROJECT COMPENSATION

Total includes the Base Bid, Alternate 2 and Alternate 3 as shown on Page 7 of the Bid Schedule.

EXHIBIT C
CONSTRUCTION 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 5 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 ten (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 shall 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, Contractor 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 Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor 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 Contractor.

4.2 Liens. City or Contractor 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.

BID TABULATION

PROJECT# 121336 - OASIS WTP ADMINISTRATION OFFICES TENANT IMPROVEMENTS

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: APRIL 3, 2014 - 2:00 P.M.

	CONTRACTOR	BID BOND/ CHECK	ACK. ADDENDA	BASE BID	ALTERNATE 1 Aluminum Frame	ALTERNATE 2 Steel Frame	ALTERNATE 3 Oak Door	ALTERNATE 4 Steel Door	ALTERNATE 5 Fiberglass Door	**Total Bid w/Steel Frame & Oak Door**
1	Diamond Ridge Development	Bid Bond	Yes	$49,970.00	$1,250.00	$875.00	$2,485.00	$2,815.00	$3,450.00	**$53,330.00**
2	McKenna Contracting	Bid Bond	Yes	$50,746.00	$1,269.00	$1,566.00	$1,514.00	$1,875.00	$2,136.00	**$53,826.00**
3	Ionic Builders	Bid Bond	Yes	$52,123.00	$1,320.00	$1,650.00	$1,599.00	$1,956.00	$2,122.00	**$55,372.00**
4	JE Bowen Construction	Bid Bond	Yes	$50,000.00	$2,900.00	$4,300.00	$2,600.00	$1,700.00	$3,400.00	**$56,900.00**
5	Gold Horizon Contracting	Bid Bond	Yes	$55,750.00	$1,621.00	$1,422.00	$2,075.00	$2,022.00	$3,354.00	**$59,247.00**
6	R.K. Sanders	Bid Bond	Yes	$70,665.00	-$870.00	-$1,140.00	$870.00	-$210.00	$960.00	**$70,395.00**
7	Sky Construction	Bid Bond	Yes	$76,071.52	$3,309.60	$2,669.60	$3,094.04	$6,940.20	$5,660.20	**$81,835.16**

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AWARD OF BID AND AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH NPL CONSTRUCTION CO. FOR UTILITY CUTS AND PAVEMENT AND CONCRETE REPAIR**
Staff Contact:	**Craig Johnson, P.E., Executive Director, Water Services**

Purpose and Recommended Action

This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with NPL Construction Co. for utility cuts, and pavement and concrete repair in an amount not to exceed $899,773.

Background

Water Services performs approximately 900 excavations per year for routine and emergency repairs. Often water and sewer line repairs require displacement of pavement and concrete to the sidewalk, curb, or roadway to fully access water and sewer infrastructure. Once water service repairs are complete, repairs to the associated roadway and/or walkway are necessary. Public Works provides routine maintenance to over 700 miles of city roadway to include asphalt, concrete, and curb repairs. In addition, Public Works installs American with Disabilities Act (ADA) compliant curb ramps.

Analysis

The agreement with NPL Construction Co. will allow the city to hire the necessary expertise to complete utility cuts, and pavement and concrete restorations in a timely manner. In addition, maintaining the city's roadway and pedestrian walkways is an important transportation element of neighborhoods and business corridors throughout the city.

The Engineering Department issued a bid and three bids were received and opened on April 17, 2014. NPL Construction Co. submitted the lowest, responsible bid in the amount of $899, 773. The agreement will begin upon approval by the Council and will continue for a one-year period.

Previous Related Council Action

On August 13, 2013, Council authorized the City Manager to enter into a Construction Agreement with Specialized Surfacing Utility Paving and Construction, LLC for utility cuts and pavement concrete work in amount of $873,410.

CITY COUNCIL REPORT

Community Benefit/Public Involvement

Completing repairs in a timely manner to the city's roadways and pedestrian walkways assists with maintaining a positive public image and minimizes impacts to the traveling public.

Budget and Financial Impacts

Cost	Fund-Department-Account
$450,000	**1340-16720-518200, Street Maintenance**
$400,000	**2400-17290-518200, Water Distribution**
$35,000	**2420-17630-518200, Wastewater Collection**
$14,773	**2420-17699-518200, Storm Water**

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

Bid Tab

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and NPL Construction Co., a Nevada corporation, authorized to do business in Arizona ("Contractor") as of the _____ day of _____, 20__.

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 the **Notice to Contractors** and the attached **Exhibit A** ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders,** and the **Maricopa Association of Governments** ("MAG") **General and Supplemental Conditions and Provisions**;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with 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 contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

(A) Notice to Contractors;
(B) Information for Bidders;
(C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
(D) Proposal;
(E) Bid Bond;
(F) Payment Bond;
(G) Performance Bond;
(H) Certificate of Insurance;
(I) Appendix; and
(J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

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

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

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

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule and Term.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. As provided in in **Exhibit A**, the Project shall be completed by no later than within three hundred sixty five (365) consecutive calendar days from the effective date of this agreement. This agreement shall terminate on the one-year anniversary of its effective date and shall not be extended or renewed, unless such term is amended in a written agreement signed by both parties.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.

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

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

3.4 **Coordination; Interaction.**

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor 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 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $899,773.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").

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

(A) Adjustments to the Scope or 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 and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

(A) The Contractor 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 Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors 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.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

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) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(A) Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

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

7. Insurance.

7.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor 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.

(2) Sub-contactors 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, products and completed operations, 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) Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

(G) Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor'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 Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor'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 employer's liability coverages, the 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 acceptable to all parties.

7.2 Sub-contractors.

(A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

(A) To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(B) This indemnity and hold harmless policy 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(C) Contractor 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.

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. **Immigration Law Compliance.**

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

8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.

8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor 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 8.

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

8.6 Contractor'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.

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

9. **Conflict.** Contractor 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.

10. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

11. **Notices.**

11.1 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 private express overnight delivery 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, or 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 on or before 5:00 p.m.; 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.

11.2 **Representatives.**

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

NPL Construction Co.
Attn: Matt Godfrey
12268 North 92nd Drive
Peoria, Arizona 85381

(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
Attn: Bill Passmore
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

City of Glendale
City Attorney
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 considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

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

(D) **Changes.** Contractor 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.

12. 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.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor 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) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 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.

13.3 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.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 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.

13.6 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 to applicable law.

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

14. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. 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	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

_____
By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

NPL Construction Co.
an Nevada corporation

_____
By: James P. Kane
Its: President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

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

City of Glendale,
an Arizona municipal corporation

_____
By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

NPL Construction Co.
an Nevada corporation

_____
By: James P. Kane
Its: President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

The work includes utility cut repairs for roadway and sidewalk areas, and general asphalt and concrete repairs. Services required repair asphalt and concrete after the City has completed utility pipe excavation repairs, and to make general pavement and concrete repairs at various locations throughout the city. The utility cut repairs contract will be in effect for one year.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $899,773.

DETAILED PROJECT COMPENSATION

Per the unit costs shown on pages 8 & 9 of the Bid Schedule.

EXHIBIT C
CONSTRUCTION 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 5 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 ten (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 shall 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, Contractor 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 Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor 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 Contractor.

4.2 Liens. City or Contractor 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.

				Addendum 1	Bid Bond	Addendum 1	Bid Bond	Addendum 1	Bid Bond
PRICING STRUCTURE				**NPL Construction**		**Specialized Surfacing**		**R.K. Sanders, Inc.**	
Item No.	**Description of Materials and/or Services**	**Unit**	**Quantity**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**	**Unit Cost**	**Total Cost**
1	Utility Cut Asphalt Pavement Repairs	SY	6000	$59.50	$357,000.00	$69.50	$417,000.00	$85.00	$510,000.00
2	Construct curb and gutter (MAG Detail 220A)	LF	375	$32.66	$12,247.50	$50.00	$18,750.00	$32.00	$12,000.00
3	Construct curb and gutter (MAG Detail 220C)	LF	375	$32.66	$12,247.50	$50.00	$18,750.00	$32.00	$12,000.00
4	Construct concrete sidewalk	SF	2000	$12.54	$25,080.00	$13.00	$26,000.00	$4.50	$9,000.00
5	Adjust valve box; remove and replace concrete ring around valve box & cover	EA	75	$380.00	$28,500.00	$375.00	$28,125.00	$375.00	$28,125.00
6	Adjust manhole frame; replace concrete ring around manhole frame & cover	EA	75	$425.00	$31,875.00	$400.00	$30,000.00	$750.00	$56,250.00
7	Traffic Control Allowance for work under Groups One & Two	LS	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
8	Saw cut and removal of asphalt pavement **(Quantities up to 80 s.f.)**	SF	5000	$1.50	$7,500.00	$1.00	$5,000.00	$15.00	$75,000.00
9	Mechanical profiling of asphalt pavement **(Quantities up to 80 s.f.)**	SF	5000	$3.50	$17,500.00	$2.00	$10,000.00	$5.00	$25,000.00
10	Subgrade preparation **(Quantities up to 80 s.f.)**	SF	5000	$2.00	$10,000.00	$1.00	$5,000.00	$6.50	$32,500.00
11	Installation of New EVAC 12.5 mm AC @ up to 3 inch depth **(Quantities up to 80 s.f.)**	SF	5000	$6.05	$30,250.00	$5.50	$27,500.00	$9.50	$47,500.00
12	Installation of New EVAC 19 mm AC @ 3 inch depth **(Quantities up to 80 s.f.)**	SF	5000	$6.05	$30,250.00	$5.50	$27,500.00	$9.50	$47,500.00
13	Saw cut and removal of asphalt pavement **(Quantities greater than 80 s.f.)**	SF	17000	$1.50	$25,500.00	$1.00	$17,000.00	$13.00	$221,000.00
14	Mechanical profiling of asphalt pavement **(Quantities greater than 80 s.f.)**	SF	17000	$3.45	$58,650.00	$2.00	$34,000.00	$5.00	$85,000.00
15	Subgrade preparation **(Quantities greater than 80 s.f.)**	SF	1300	$2.75	$3,575.00	$1.50	$1,950.00	$5.50	$7,150.00
16	Edge Milling	LF	4500	$4.50	$20,250.00	$6.00	$27,000.00	$10.00	$45,000.00
17	Adjust to grade – Manhole frame and cover	EA	4	$425.00	$1,700.00	$400.00	$1,600.00	$750.00	$3,000.00
18	Adjust to grade- valve box and cover	EA	4	$380.00	$1,520.00	$375.00	$1,500.00	$375.00	$1,500.00
19	Replace valve box and cover (new)	EA	4	$380.00	$1,520.00	$200.00	$800.00	$375.00	$1,500.00
20	Re-install survey monument marker per MAG 120-1	EA	2	$478.00	$956.00	$600.00	$1,200.00	$375.00	$750.00
21	Remove and replace curb and gutter	LF	2000	$32.66	$65,320.00	$50.00	$100,000.00	$8.50	$17,000.00
22	Remove and replace concrete sidewalk	SF	5500	$12.54	$68,970.00	$13.00	$71,500.00	$6.25	$34,375.00
23	Remove misc. slab concrete - up to 5" thick	SF	350	$3.25	$1,137.50	$3.00	$1,050.00	$3.00	$1,050.00
24	Remove misc. slab concrete -5" to 10" thick	SF	350	$3.74	$1,309.00	$4.50	$1,575.00	$5.00	$1,750.00
25	Remove and replace driveway at 8" thick	SF	350	$18.73	$6,555.50	$25.00	$8,750.00	$12.50	$4,375.00
26	Remove and replace ADA ramp	SF	500	$28.72	$14,360.00	$30.00	$15,000.00	$20.00	$10,000.00
27	Install new Sidewalk – up to 5" thick	SF	350	$12.54	$4,389.00	$13.00	$4,550.00	$4.25	$1,487.50
28	Install new concrete curb & gutter	LF	350	$32.66	$11,431.00	$30.00	$10,500.00	$32.00	$11,200.00
29	Prepare subgrade for concrete work per MAG Section 301	SF	80	$2.25	$180.00	$2.00	$160.00	$3.00	$240.00
30	Traffic Control Allowance for work under Groups Three & Four	LS	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
TOTAL COST					**$899,773.00**		**$961,760.00**		**$1,351,252.50**

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AWARD OF PROPOSAL 14-23 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH COMMUNITY SUPPORT SERVICES, INC. FOR HOME DETENTION AND ELECTRONIC MONITORING SERVICES**
Staff Contact:	**Christopher Phelps, City Court Administrator**

Purpose and Recommended Action

This is a request for City Council to award Request for Proposal 14-23 to Community Support Services, Incorporated for home detention and electronic monitoring services, and to authorize the City Manager to enter into a two-year agreement with Community Support Services, Incorporated and to renew the contract, at her discretion, for an additional three years, in one-year increments based on satisfactory contractor performance.

Background

Glendale City Court invited sealed proposals from firms experienced in offering home detention and electronic monitoring services, including alcohol monitoring, and follow-up tracking of defendants' compliance/non-compliance to Court-ordered program requirements. The offeror scoring the highest was Community Support Services, Incorporated.

Analysis

Arizona Revised Statute § 9-499.07 authorizes a city or town to establish a prisoner work, community restitution work and home detention program for eligible sentenced prisoners, which shall be treated the same as confinement in jail. Prisoners with past histories of violent behavior are not eligible for participation. It is the sole discretion of the judge at the time of sentencing or pre-trial release if the defendant is eligible for the home detention/alcohol monitoring program.

Glendale City Court began using home detention/alcohol monitoring in 2005 on a limited basis during a pilot project. Participation increased substantially throughout the program's history. At its peak during 2011, home detention/alcohol monitoring was ordered for 394 total defendants in Glendale City Court. Approximately 300 defendants are projected to undergo monitoring in 2014.

Home detention with electronic monitoring and alcohol testing provides substantial cost savings for the Glendale Police Department's prisoner maintenance budget. During 2013, more than 3,500 days of electronic monitoring in lieu of incarceration were ordered by Glendale judges. Had all

these days been spent in jail, over $277,000 would have been incurred in additional incarceration costs.

Previous Related Council Action

On December 14, 2004, City Council adopted a resolution authorizing Glendale City Court to utilize home detention and electronic monitoring systems as suitable forms of punishment for defendants convicted of various criminal offenses. This alternative to incarceration was necessitated by steadily rising jail costs, the need to conserve public resources and the need to develop proactive forms of treatment to reduce recidivism.

On April 8, 2008, City Council awarded solicitation number 07-02, Home Detention and Monitoring Services, to Justice Services, Incorporated. The initial agreement period and all optional annual renewal extensions for this contract have been completed.

Community Benefit/Public Involvement

Defendants ordered to participate in home detention/alcohol monitoring are able to maintain employment, thus contributing to the local economy and their own financial stability. They are also able to attend counseling and treatment opportunities not readily available in custody.

Budget and Financial Impacts

No budgeted funds are involved from the City Court, because defendants (customers) are responsible for direct payment of services to the agency. Glendale City Court does not incur any costs or receive any financial payments from this award.

In cases of defendant indigency, the Glendale Police Department utilizes funds from its prisoner maintenance budget to pay for home detention services. The home detention costs are less than the incarceration costs to the Maricopa County Sheriff's Office resulting in substantial savings to the prisoner maintenance budget. The determination of indigency is made by the Court based on the defendant's ability to pay in accordance with statutes. Costs for these indigent services are projected not to exceed $50,000 per year for a total of $250,000 over five years.

Cost	Fund-Department-Account
$250,000	**1000-12220-531800 (PD-Detention, Prisoner Maintenance)**

Capital Expense? Yes ☐ No ☒

CITY COUNCIL REPORT

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Agreement

AGREEMENT FOR
HOME DETENTION AND MONITORING SERVICES
City of Glendale Solicitation No. RFP 14-23

This Agreement for Home Detention and Monitoring Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Community Support Services, Incorporated, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2014.

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**, pursuant to Solicitation No. RFP 14-23 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with 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 contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

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

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

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or 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 Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor 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. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors 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. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors 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. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor 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, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, 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, Contractor 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, Contractor grants to City, and will cause its Sub-contractors 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

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

4. Compensation for the Project.

4.1 Compensation. As specifically detailed in **Exhibit B** (the "Compensation"), Contractor shall bill and collect payment directly from persons requiring the services (the "Defendant") described in its Response to RFP 14-23 unless the Court determines that the Defendant qualifies for a full or partial waiver of such fees. In cases where such a full or partial waiver is granted by the Court, the Contractor will bill and collect charges in accordance with the rate schedule contained in **Exhibit B** from the City. The cost to the City shall not exceed **$50,000** per year for any year this Agreement remains in effect. In the event the option to renew this Agreement is exercised by the City for each of the three years subsequent to the Initial Term of this Agreement, as provided in Section 13 below, the aggregate amount to be paid to the Contractor pursuant to the terms of this Agreement shall not exceed **$250,000.00**.

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

a. Adjustments to the 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 Contractor 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.

5. Billings and Payment.

5.1 Applications.

a. Contractor 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 or as specified in the solicitation.

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 Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

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

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

8. **Insurance.**

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

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

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

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

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

8.2 **Other Insurance Provisions.** The insurance policies required by Section 7.1 above must contain, or be endorsed to contain the following insurance provisions:

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

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

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

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

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

8.5 **Verification of Coverage**. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language effecting the coverage required by this Agreement. All certificates

and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

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

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

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

8.8 **Indemnification**.

a. To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

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

9.2 Any breach of warranty under subsection 9.1 above 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 Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.

9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor 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 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor'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); and

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, or 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 on or before 5:00 p.m.; 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; and

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

10.2 Representatives.

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

Arlette Itami, CEO/President
c/o Community Support Services, Incorporated
10645 N. Tatum Blvd., Suite 200-184
Phoenix, AZ 85028

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 Kyle Mickel, Special Projects Coordinator
Glendale City Court
5711 W. Glendale Avenue

Glendale, Arizona 85301
623-930-2439

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 City Manager and City Attorney.

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

d. Changes. Contractor 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 Contractor 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. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and 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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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 deemed reformed to conform to 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 term of two years. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement for three (3) additional one-year terms, renewable on an annual basis. The renewal period shall commence on the anniversary of the Effective Date and expire 365 days later. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. 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 Compensation

Exhibit C Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____
By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____
Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Community Support Services, Incorporated,
an Arizona corporation

_____
By: Arlette Itami
Its: CEO/President

EXHIBIT A

City of Glendale, Solicitation Number: RFP 14-23

PROJECT

Contractor is providing home detention electronic monitoring and alcohol testing services for defendants convicted of criminal offenses in Glendale City Court.

Contractor bills and collects its fees for providing these services directly to the defendants. There is no cost to the City for Glendale's award of this contract unless the Court determines that a defendant has an inability to pay for such services and grants the defendant a full or partial waiver of such fees. In those instances, the City shall reimburse the Contractor for the cost of home detention electronic monitoring and alcohol testing services on a monthly basis, at the rate contained in Contractor's Response to RFP 14-23.

EXHIBIT B

Contractor's Proposal Response to City of Glendale Solicitation Number: RFP 14-23

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Citizens/customers receiving the services provided by the Contractor under this Agreement are responsible for making payments to the Contractor directly unless the Court grants a defendant a full or partial waiver. The rates Contractor may charge the customers for its services is contained in Section 5.0 (Price Sheet) of the Contractor's response to RFP 14-23 and are appended hereto.

NOT-TO-EXCEED AMOUNT

The costs billed to and collected from the City may not exceed $50,000.00 per year the Agreement remains effective, to a maximum amount of $250,000.00, should the Agreement be renewed for all three one-year periods.

DETAILED PROJECT COMPENSATION

See Contractor's Price Sheet.

EXHIBIT C

Contractor's Proposal Response to City of Glendale Solicitation Number: RFP 14-23

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 parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial 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 5 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 10 years experience, 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 ten (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 shall 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, Contractor 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 Contractor in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Contractor 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 Contractor.

4.2 Liens. City or Contractor 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:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 2, ARTICLE V., DIVISION 5 RISK MANAGEMENT TRUST FUND AND DIVISION 6 WORKERS' COMPENSATION TRUST FUND**
Staff Contact:	**Jim Brown, Executive Director, Human Resources & Risk Management**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending Chapter 2, Article V, Division 5, Risk Management Trust Fund and Division 6 Workers' Compensation Trust Fund. The purpose is to separate the existing ordinance, Risk Management and Workers' Compensation Trust Funds into two distinct operating funds and describe the requirements of each Fund.

Background

Arizona Revised Statutes Section 11-981, copy attached, authorizes Glendale to establish a self-insurance program for the management and administration of payment of losses or claims or any combination of insurance and direct payments, including benefits, liability and property loss exposures. The ordinance was established to define the use and oversight of the funds.

The current ordinance (Part II, Code of Ordinances, Division 5) states that the Risk Management and Workers' Compensation Trust Fund (RM WC TF) is established for the payment of defense; anticipated losses and insurance premiums related to losses for personal injury or property damage and shall not be used for any other purpose. The ordinance isn't clear as to what types of claims or costs can be paid except for workers' compensation claims. The ordinance isn't specific to the types of claims that can be paid. It references personal injury and property damage. Personal injury claims are usually those claims involving discrimination, wrongful termination, etc. Property damage can mean anything. A third party's property, the city's property or both. The ordinance is silent as to who should be covered and what funds should be deposited. It is silent as to the types of funds to be deposited into the funds, including interest, investment on income and amounts recovered for the benefit of the trust funds, salaries, claims adjusting, actuarial, office expenses, legal defense, etc. There are no terms for Trustee's service, what happens if they resign or what their responsibilities are. There is no language for service of a notice of claim, claims handling, litigation management contractual indemnification and termination of the trusts. A copy of the current ordinance is attached. Staff worked with the City Attorney's office and RM and WC Trust Fund Boards to develop and agree on the recommended changes to the ordinance. The existing ordinance would be deleted in its entirety and replaced

with citations separately for the RM TF and WC TF. The specific changes being recommended are as follows:

- Create separate citations for Risk Management and Workers' Compensation Trust Funds. These funds should be treated and addressed separately in the ordinance due to the types of claims and laws that apply separately to tort claims versus workers' compensation claims.
- Add and update definitions for better clarification.
- Clarify the roles of risk management and city attorney's office.
- Provide clear definition of a covered entity and person and definition of a claim.
- Clarify what is covered and what should be excluded.
- Address definition of funding, allocation, use of the funds and termination.
- Address Trustees terms, when they end, what constitutes a quorum, how often they should meet and their responsibilities.
- Expand on responsibilities for claims and litigation management and referrals to outside law firms.
- Address insurance or other alternative risk management financing.
- Address appropriate expenditures and clarify when and type of audits needed.
- Provision for indemnification language in City contracts and filing a notice of claim.

A red-lined version of the ordinance changes are attached for discussion. See documents Division 5 – Risk Management Trust Fund and Division 6 – Workers' Compensation Trust Fund. The changes are supported by RM and WC Trust Fund Board and City Attorney's Office.

Analysis

Staff reviewed other cities ordinances and analyzed how their trust funds are organized. Generally, other self-insured cities account separately to pay for their liability versus workers' compensation claims.

Costs charged to the Funds also varied. Generally for those cities that have a cost allocation system, where departments are charged an insurance premium to pay for losses, the allocation included administrative costs and expenses in the Fund. Those cities that do not use a cost allocation system generally paid the administrative costs separate from the Fund.

Some of the cities defined the roles and responsibilities of the Trustees in their code, while others simply restated the statutory requirements and developed policies stating the roles and responsibilities.

Staff's recommendation provides detailed definitions, establishes the types of losses and expenses that can and cannot be paid out of the trust funds, provides terms, roles and responsibilities of

Trustees, and clarifies claims and lawsuit management, expense and audit requirements. The changes are supported by RM WC TF Trustees and City Attorney. Boards met on November 6, 2014 and agreed to the changes staff recommended. Staff has attached the revised ordinance for adoption.

Budget and Financial Impacts

It is not anticipated that there will be any financial impact to the minimum balances required in each of the funds. Staff is conducting a mid-year actuarial analysis to determine if there will be any financial impact.

Attachments

Ordinance

ARS Section 11-981

Part II Code of Ordinances, RM and WC Trust Fund

Division 5 – Risk Management Trust Fund red-lined

Division 6 – Workers' Compensation Trust Fund red-lined

ORDINANCE NO. 2892 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE CODE OF THE CITY OF GLENDALE, CHAPTER 2 (ADMINISTRATION), ARTICLE V (FINANCIAL AFFAIRS), DIVISION 5 (RISK MANAGEMENT TRUST FUND AND WORKERS' COMPENSATION TRUST FUND) IS DELETED IN ITS ENTIRETY AND ESTABLISHING A NEW DIVISION 5 ENTITLED "RISK MANAGEMENT TRUST FUND"; ADDING A NEW DIVISION 6 ENTITLED "WORKERS' COMPENSATION TRUST FUND"; MAKING CORRESPONDING NUMBERING CHANGES TO CHAPTER 2 (ADMINISTRATION), ARTICLE V (FINANCIAL AFFAIRS), DIVISION 6 (VEHICLE REPLACEMENT FUND); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That Glendale City Code, Chapter 2 (Administration), Article V (Financial Affairs), Division 5 (Risk Management Trust Fund and Workers' Compensation Trust Fund) is hereby repealed in its entirety and replaced as follows:

DIVISION 5. RISK MANAGEMENT TRUST FUND

Sec. 2-201. Definitions.

The following definitions, words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City: The City of Glendale, Arizona, including elected officials, members of boards and commissions, employees and supervised volunteers while performing duties for the city within the scope of employment.

City attorney: City attorney or designee.

City manager: City manager or designee.

City risk manager: City risk manager or designee.

Claim: Any insured claim, liability claim, personal injury claim or property claim as defined herein.

Claim costs: Any internal or external cost or expense, property damage costs incurred by the city for any claim against the city, covered corporation, city, a covered corporation, a covered city entity or a covered individual including claim adjustment costs, appraisals, contractual

services costs, legal defense costs, attorneys' fees and costs, and judgments awarded against the city.

Covered city entity: Any board, commission, committee, subcommittee, agency, trust, authority or joint powers authority created by city charter provision, city ordinance, resolution, or other formal action of the city council for the exclusive benefit of the city as a public municipality.

Covered corporation: Any corporation, partnership, or limited liability company created for the purpose of assisting the city in capital acquisitions and other exclusively municipal purposes.

Covered individual: Any individual falling within the following classes on the date of loss or the date a claim against the city arises:

(a) Any elected official of the city*;*

(b) Any individual appointed to any city entity or any member of a board of a covered corporation;

(c) Any employee of the city, including any officer of the city, carried on the city payroll and subject to city personnel rules, whether full-time, part-time, permanent or short-term;

(d) Any individual contracting to perform services for and on behalf of the city and regularly performing such services on city property or city controlled sites and performing such services under the continuing, actual direction and control of an individual described in sub-section (a), (b) or (c) of this definition; or

(e) Any individual who, at the time and place of the occurrence, event, act or omission alleged to have formed the basis of any claim, was acting as a volunteer for or on behalf of the city, with the knowledge and approval of the city, and further who was at such time and place acting under the actual direction and control of an individual described in subsection (a), (b) or (c) of this definition.

Deductibles: Any claim covered by insurance, but subject to a deductible will be covered by the risk management trust funds.

Employment practice liability: Any claim or lawsuit by a past or present employee of the city, or an applicant for employment with the city, arising out of wrongful employment or hiring practices. Employment practices liability shall include legal actions, brought under state, local or federal law, whether common or statutory, and complaints to the United States Equal Employment Opportunity Commission and the Arizona Attorney General, and may include, but shall not be limited to, allegations of violations of the following federal laws, as amended, including but not limited to, regulations promulgated thereunder.

(a) Americans with Disabilities Act of 1992 (ADA);

(b) Civil Rights Act of 1991;

(c) Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;

(d) Title VII of the Civil Rights Law of 1964; as amended (1983), including Pregnancy Discrimination Act of 1978;

(e) Civil Rights Act of 1866; Section 1981; and

(f) Fifth and Fourteenth Amendments of the U.S. Constitution.

Finance department director: Finance department director or designee.

Insured claim: Any claim that falls within the coverage provisions of any insurance policy that indemnifies the city, covered corporation, covered city entity, a covered corporation, a covered city entity, or covered individual; or a claim for damage to city-owned property that falls within the coverage of a first-party commercial property insurance policy.

Liability claim: Any claim or demand, including any legal action and counter demand or counter claim in the nature of a tort or employment law claim, made by any person or entity for the payment of money damages for which the city self-insures through the risk management trust fund. The following types of claims are excluded from the definition of liability claim and are not to be paid out of the risk management trust fund:

(a) Claims or punitive damages arising out of the willful violation of a penal statute or ordinance;

(b) Claims arising out of acts of bad faith and/or fraud committed by or at the direction of an individual with affirmative dishonesty or actual intent to deceive or defraud;

(c) Claims which are covered by a valid insurance policy or which shall be deemed uninsurable under law;

(d) Any claim based upon an individual gaining in fact any personal profit or advantage to which they were not legally entitled;

(e) Inventory shrinkage and damages to city property that has customarily been repaired by city employees;

(f) Lost wages not covered under the workers compensation laws of the state or any other state;

(g) Any demand based solely on the assertion of a claim with the jurisdiction of the city's personnel board;

(h) Any demand based solely on contract rights or issues;

(i) Any demand based on taxes;

(j) Any solely non-monetary demand; except declaratory judgments that may be related to claims for injury or damages;

(k) Damages as a result of loss of any property, business advantage or economic interest caused by inverse condemnation, relocation, eminent domain or by governmental action.

Personal injury claim: Injury, including consequential bodily injury or property damage arising out of: false arrest, detention or imprisonment or malicious prosecution; publication or utterance of libel or slander, including disparaging statements concerning the condition, value, quality or use of real or personal property, or publication or utterance in violation of rights of privacy; wrongful entry or eviction, or other invasion of the right of private occupancy; assault and battery committed or directed for the purpose of protecting persons or property from injury or death; or discrimination on any basis, including but not limited to: race, religion, nationality, national origin, color, creed, sex, sexual orientation, age, nature of employment, or disability.

Property: Property of every description both real and personal (including improvements, fixtures and remodeling or increasing the property value of others in the care, custody or control of the city) for which the city is liable or under the obligation to insure.

Property claim: Any claim or demand, including any legal action and counter demand or counter claim in the nature of a tort, made by any person or entity for the payment of money damages for which the city self-insures through the risk management trust fund.

Property damage costs: Any cost associated with or arising out of a physical injury to, or the complete or partial destruction of, tangible property, including the loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an occurrence for which the city is liable.

Risk management expenses: Insurance premiums, brokerage fees and costs, adjusting, appraisal, city risk manager salary and benefits, city deductibles or self-insured retentions, legal fees and costs, and defense fees and costs.

Sec. 2-202. Established; size.

(a) A trust fund to be known as the "risk management trust fund" shall be established and used for the purpose of providing the city risk manager with funds to pay the city's claims, claim costs, and risk management expenses. Such trust fund shall not be used for any other purpose.

(b) All monies received by the city for the purpose of funding the risk management trust fund shall be deposited into the trust fund. The monies placed in the risk management trust fund shall be derived from departmental contributions, refunds, interest, investment income and amounts recovered for the benefit of the trust fund.

Sec. 2-203. Self-Insurance; funding, allocation and use.

(a) When using the risk management trust fund, the city shall act as a self-insurer for all claims, other than those falling within the coverage provisions of an insurance policy or surety

bond. The liability of the city for such costs shall be established by law. The city risk manager shall cause the city to comply with all requirements for self-insurers as may be contained in applicable law, to obtain for the city, all benefits of self-insurance status, and to maintain such status for as long as it is in the city's interests to do so.

(b) The risk management trust fund shall be funded as part of the annual budgetary and appropriation process of the city in such amounts as to provide sufficient monies to pay all reasonably anticipated claim costs, property damage costs and risk management expenses against the city for the ensuing fiscal year.

(c) The city council shall determine the funding level of the risk management trust fund based on the amounts expended for self-insurance purposes, if any, and on the recommendations of the city manager, the city risk manager and the finance director. The cost of funding and administering the risk management trust fund set forth in the annual budget shall be allocated among departments of the city by the city risk manager and the finance director based on:

(1) Prior loss experience of the risk management trust fund;

(2) Projected exposure of risk based upon actuarial analysis;

(3) Insurance premium costs, if any; and

(4) Risk management expenses.

(d) The risk management trust fund shall be used to pay all claims, legal defenses, payment of claim costs, property claim costs, risk management expenses, and costs as described in section 2-202 above subject to the exceptions as defined in this chapter.

Sec. 2-204. Trustees.

(a) The city council shall appoint five (5) trustees to administer the risk management trust fund and a risk management trust fund board of trustees. No more than one (1) trustee shall simultaneously be a member of the city council and no more than one (1) trustee shall be a city employee. The city risk manager shall be the technical advisor of the risk management trust fund. The trustees shall be responsible for recommendations to the city council regarding the administration of the risk management trust fund. The trustees shall meet at least twice a year. Annually, the trustees shall submit a report to the city council as to the status of the risk management trust fund. Such report shall include a summary of all monies collected and all payments made from the risk management trust fund since the last report and any recommendations the trustees deem necessary to meet their joint fiduciary obligations for administering the risk management trust fund. The trustees shall be bonded in an amount satisfactory to the city risk manager, but not less than the minimum amount of ten thousand dollars ($10,000.00). Costs for bonding will be paid from the risk management trust fund. The trustees shall be appointed for terms of three (3) years and a chairman shall be designated by the mayor with the approval of the city council.

(b) The term of any trustee automatically ends:

1. On death of the trustee;

2. On submittal of a written resignation to the risk management trust fund board chair or the mayor;

3. On failure to attend three (3) consecutive regular meetings of the risk management trust fund board; or

4. On termination of city employment.

(c) Three (3) trustees shall constitute a quorum for the exercise of the powers and duties conferred upon the risk management trust fund board.

(d) Conflict of interest laws shall apply to each of the trustees.

(e) Trustees shall serve on the risk management trust fund board without salary or compensation.

(f) The trustees shall:

1. Provide financial oversight of the risk management trust fund and make recommendations to improve fund management and returns;

2. Review the risk management trust fund balance and make recommendations to ensure adequate funds exist to pay outstanding and future claims, claim costs, property damage costs and risk management expenses;

3. Meet at least twice per year, or more frequently as the chair of the board deems necessary or upon request of the city risk manager.

(g) The trustees may:

1. Adopt rules or policies for the operation of the risk management trust fund board, which are not inconsistent with this chapter, federal laws, Arizona laws, the city charter or any city code or administrative regulations;

2. Appoint committees;

3. Recommend city staff hire independent consultants to perform assignments necessary for the administration of the risk management trust fund.

Sec. 2-205. Claims, litigation management, claim committee.

(a) The city shall designate a city risk manager who shall be licensed pursuant to A.R.S. § 20-201 et seq. The city risk manager's decision to settle claims and lawsuits or to try lawsuits rests with the city risk manager subject to the approval of the city attorney.

(b) The city attorney is responsible for the conduct of all legal actions resulting from claims, and in consultation with the city risk manager, for assessing the legal liability of the city with respect to any claim, including any decision to file suit, defend a suit or prosecute an appeal. The city attorney may choose to provide defense for lawsuits against the city based upon available specific expertise and available resources or may contract for outside counsel to provide such defense.

(c) The city risk manager, in matters of claims and litigation, will maintain a client/attorney relationship with the city attorney and any attorneys representing the city. Claims management and lawsuit fiscal responsibility rest with the city risk manager. Tactical decisions during litigation shall be the responsibility of the city attorney. The city attorney shall consult with the city risk manager regarding litigation expenses.

(d) The city risk manager, with the approval of the city manager, shall have the authority to settle claims against the city in an amount to be determined by the city manager. The city risk manager, acting within the parameters set by the city attorney for determining that the city has exposure to legal liability, may authorize and pay claims whether or not in litigation for any single demand for any single claim. The city risk manager shall consult with the city attorney prior to any determination to pay any claim for which the exposure to legal liability is unclear. No claim in litigation can be settled or paid without prior approval by the city risk manager.

(e) The city attorney and the city risk manager shall create and staff a claims committee to evaluate legal actions resulting from claims and lawsuits and assignment of outside legal counsel. The city risk manager and city attorney shall each be fully participating members of such committee.

(f) The city risk manager may authorize such emergency remediation and response as made necessary by water main breaks, sewer backups, or other risk to public health or safety without a prior determination of liability by the city attorney.

Sec. 2-206. Referral of claims to private law firms.

Claims referred to outside law firms for defense shall be managed and supervised by the city attorney in consultation with the city risk manager. Referral to particular outside firms shall be based upon their expertise and experience in the particular type of litigation and past performance. Costs and expenses for such defense must be reviewed by the city attorney on a regular basis and shall be charged to the risk management trust fund or to such city department or fund as may be appropriate in the case of matters not covered by the risk management trust fund.

Sec. 2-207. Insurance.

The city risk manager, acting for the city manager, is authorized to enter into, on behalf of the city, any appropriate commercial insurance, alternative risk financing and surety bonding contracts to provide such risk insurance as determined to be in the best interests of the city.

Sec. 2-208. Exemption of expenditures and audit.

The expenditures during the fiscal year from the risk management trust fund and monies remaining in the trust fund at the close of the fiscal year shall not be subject to the provisions of A.R.S. §. 42-301 et seq. An internal financial audit shall be performed annually which can be satisfied by a comprehensive audit and financial report. A performance audit shall be performed every five (5) years, or more often as requested by trustees or city risk manager, by an external, independent auditor. The report shall be kept on file for a minimum of five (5) years.

Sec. 2-209. Agent for service of claims and process.

The city clerk is hereby designated as the proper and appropriate party upon whom claims against the city shall be served under the provisions of A.R.S. § 12-821.01. The city clerk is also designated as the agent upon whom service of process in claims and litigation shall be served to comply with the provisions of state and federal rules of civil procedure, as such statutes and rules now exist or as they may be hereafter amended.

Sec. 2-210. Contract provisions, indemnification prohibition.

Unless expressly authorized by law, no city contract or agreement shall contain any provision, and the city shall not be bound by any provision of any such agreement, whereby the city, its agents, officer or employees agree to provide any indemnity or assume any liability for any omission, act or activity of the city, its agents, servants or employees, beyond such liability as may be imposed as a matter of law upon the city by reason of such omission, act or activity existing in the absence of any contractual provision relating thereto.

Sec. 2-211. Risk management loss control.

The city risk manager shall provide direction of the risk management loss control function of the city to all of its departments, divisions and functions.

The city risk manager shall have responsibility for coordination and control of all efforts of the city to protect against liability and loss or damage to city-owned property. The division may establish regulations and requirements designed to protect the city from claims, and damage to city property.

Sec. 2-212. Limitation of provisions.

Nothing in this chapter shall be construed to have any effect or impact on, or derogate any other power, authority or duty provided elsewhere in the city charter or this code city with respect to any health, disability, life, workers' compensation, or unemployment insurance or coverage. Nothing in this chapter shall be deemed to have any effect upon any bonds provided in connection with public works contracts, any fidelity bonding contracts, provisions or requirements or any performance or delivery agreements which include performance or delivery bond or insurance provisions.

Sec. 2-213. Termination.

The city council may determine that it will no longer maintain self-insurance, and will otherwise manage its risk of liability, at which time the risk management trust fund shall be dissolved after payment of outstanding claims. Any trust funds remaining in the risk management trust fund at such dissolution shall become part of the city's general fund unless otherwise required by law.

SECTION 2. That Glendale City Code, Chapter 2 (Administration), Article V (Financial Affairs), Division 6 (Workers' Compensation Trust Fund) shall read as follows:

DIVISION 6. WORKERS' COMPENSATION TRUST FUND

Sec. 2-214. Definitions.

As used in this chapter, the following definitions shall apply:

City: The City of Glendale, Arizona.

City attorney: City attorney or designee.

City manager: City manager or designee.

City risk manager: City risk manager or designee.

Finance director: Finance director or designee.

Workers' compensation expenses: Any and all costs and expenses for city's workers' compensation program, including but not limited to workers' compensation analyst, claim adjustment expenses, self-insured premiums, excess insurance or reinsurance, broker fees, actuarial fees, third party administration fees and legal fees and expenses.

Workers' compensation loss: Workers' compensation losses, damages, defense and awards by the Industrial Commission of Arizona for injuries incurred by an employee or volunteer as covered by the Arizona workers' compensation laws and statutes.

Sec. 2-215. Established; size.

(a) A trust fund to be known as the "workers' compensation trust fund" shall be established and used for the purpose of providing the city with funds used to pay the city's workers' compensation loss and workers' compensation expenses, taxes, administrative tax and special fund tax as required by the Industrial Commission of Arizona;

(b) All monies received by the city for the purpose of funding the workers compensation trust fund shall be deposited into the trust fund. The monies placed in the workers compensation trust fund shall be derived from departmental contributions, refunds, interest, investment income and amounts recovered for the benefit of the trust fund.

Sec. 2-216. Self-Insurance: funding, allocation and use.

(a) When using the workers' compensation trust fund the city shall act as a self-insurer for all workers' compensation loss and claims. The liability of the city for such costs shall be established by law. The city risk manager shall cause the city to comply with all requirements for self-insurers as may be contained in applicable law, to obtain for the city, all benefits of self-insurance status, and to maintain such status for as long as it is in the city's interests to do so.

(b) The workers' compensation trust fund shall be funded as part of the annual budgetary and appropriation process of the city in such amounts as to provide sufficient monies to pay all reasonably anticipated workers' compensation loss and risk management expenses for the ensuing fiscal year.

(c) The city council shall determine the funding level of the workers compensation trust fund based on the amounts expended for workers' compensation purposes, if any, and on the recommendations of the city manager, the city risk manager and the finance director. The cost of funding and administering the workers compensation trust fund set forth in the annual budget shall be allocated among departments of the city by the city risk manager and the finance director based on:

(1) Prior loss experience of the fund;

(2) Projected exposure of risk based upon actuarial analysis;

(3) Workers compensation loss; and

(4) Risk management expenses.

(d) The workers' compensation trust fund shall provide for all claims, and payment of workers' compensation losses, risk management expenses, legal fees and expenses, and insurance premiums, if any, subject to the exceptions as defined in this Chapter.

Sec. 2-217. Trustees.

(a) The City Council shall appoint five (5) joint trustees to administer the workers' compensation trust fund to the workers' compensation trust fund board of trustees. No more than one (1) trustee shall simultaneously be a member of the city council and no more than one (1) trustee shall be a city employee. The city risk manager shall be technical advisor to the workers' compensation trust fund board of trustees. The trustees shall be responsible for recommendations to the city council regarding the administration of the workers' compensation trust fund. The trustees shall meet at least twice a year and submit a report to the city council as to the status of the trust fund. Such report shall include recommendations the trustees deem necessary to meet their joint fiduciary obligations for administering the workers' compensation trust fund. The trustees shall be bonded in an amount satisfactory to the city risk manager but not less than the minimum amount of ten thousand dollars ($10,000.00). Costs for bonding will be paid by the workers' compensation trust fund. The trustees shall be appointed for terms of three (3) years and a chairman shall be designated by the mayor with the approval of the city council.

(b) The term of any trustee automatically ends:

1. On death of the trustee;

2. On submittal of a written resignation to the workers' compensation trust fund board of trustee chair or the mayor;

3. On failure to attend three (3) consecutive regular meetings of the workers' compensation trust fund board of trustees; or

4. On termination of city employment.

(c) Three (3) trustees shall constitute a quorum for the exercise of the powers and duties conferred upon the workers' compensation trust fund board of trustees.

(d) Conflict of interest laws shall apply to each of the worker's compensation trust fund board of trustees.

(e) Trustees shall serve on the workers' compensation trust fund board of trustees without salary or compensation.

(f) The trustees shall:

1. Administer the worker's compensation trust fund pursuant to this chapter;

2. Provide financial oversight of the workers' compensation trust fund by evaluating liabilities, other expenses and reserve amounts;

3. Review the trust fund to ensure adequate funds exist to pay outstanding and future workers' compensation losses and risk management expenses; and

4. Meet at least twice per year, or more frequently as the chair of the workers' compensation trust fund board of trustees deems necessary or upon request of the city risk manager.

(g) The trustees may:

1. Adopt rules or policies for the operation of the workers' compensation trust fund board of trustees, which are not inconsistent with this chapter, federal laws, Arizona laws, the city charter or any city code or administrative regulations;

2. Appoint committees;

3. Recommend city staff hire independent consultants to perform assignments necessary for the administration of the trust fund.

Sec. 2-218. City risk manager.

(a) The city shall designate a city risk manager who shall be licensed pursuant to A.R.S. § 20-201 et seq.

(b) Claims management and lawsuit fiscal responsibility rests with the city risk manager.

(c) The city risk manager shall be responsible for administering the city's self-funded workers' compensation program. The decision whether or not to settle claims and lawsuits relating to workers' compensation claims rest with the city risk manager.

(d) The city may contract with a third-party administrator to administer the investigation and payment of workers' compensation claims. The third-party administrator shall report to and be directed by the city risk manager.

Sec. 2-219. Insurance.

The city risk manager, acting for the city manager, is authorized to enter into, on behalf of the city, any appropriate commercial insurance, or alternative risk financing as determined to be in the best interests of the city.

Sec. 2-220. Exemption of expenditures and audit.

The expenditures during the fiscal year from the workers' compensation trust fund and monies in the trust fund at the close of the fiscal year shall not be subject to the provisions of A.R.S. Sec. 42-301 et seq. An internal financial audit shall be performed annually which can be satisfied by a comprehensive audit and financial report. A performance audit shall be performed every five (5) years or more often as requested by the workers' compensation trust fund trustees or city risk manager by an external auditor. The report shall be kept on file for a minimum of five (5) years.

Sec. 2-221. Termination.

The city may determine that it will no longer maintain self-insurance, at which time the worker's compensation trust fund shall be dissolved after payment of outstanding claims. Any trust funds remaining in the worker's compensation trust fund upon dissolution shall become part of the city's general fund unless otherwise required by law.

SECTION 3. That Glendale City Code, Chapter 2 (Administration), Article V (Financial Affairs), Division 6 (Vehicle Replacement Fund) is hereby renumbered as Division 7.

SECTION 4. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

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

c_risk_workers comp

ARIZONA REVISED STATUTES – Article 5 – City, Town or County Employee Benefits, Property Loss and Liability Claim Coverage

11-981. Payment of benefits, losses and claims; establishment of trust funds

A. In addition to authority granted pursuant to other provisions of law or city charter, any city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors may procure insurance from any insurer authorized by the director of the department of insurance or may establish a self-insurance program for the management and administration of a system for direct payment of benefits, losses or claims or any combination of insurance and direct payments, and including risk management consultation, to provide:

1. Health, accident, life or disability benefits for employees and officers of the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors and their dependents.

2. Payment of any property loss sustained or lawful claim of liability or fortuitous loss made against the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors or its elected or appointed officials, employees or officers if such elected or appointed officials, employees or officers are acting within the scope of employment or authority.

B. If any city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors establishes a self-insurance program for the management and administration of a system for direct payment of benefits, losses or claims pursuant to subsection A, the governing body of such city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors shall place all funds into a trust fund for the purposes of this section in amounts as determined appropriate by the governing body of the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million

persons and whose governing body is composed of members of a county board of supervisors, except that any city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors establishing such a trust fund shall:

1. Designate a risk management consultant or insurance administrator licensed pursuant to title 20, chapter 2, article 3 or 9, and such license shall be verified by the governing body of the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors.
2. The trust shall be administered by at least five joint trustees, of whom no more than one may be a member of the governing body of the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors and no more than one may be an employee of the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors.
3. The trustees of the trust must be bonded, a stop-loss provision must be incorporated in the trust agreement and an annual audit must be performed by an external auditor and a copy of the report kept on file in the offices of the governing body of the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors for a period of not less than five years.
4. Not make any expenditure from the trust fund for any purpose not specified in this article.

C. Expenditures during the fiscal year from the trust fund and monies in the trust fund at the close of the fiscal year shall not be subject to the provisions of title 42, chapter 17, article 3.

D. In the event that such a trust fund is no longer used by the city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors for the purposes herein set forth, it shall revert during that fiscal year to the general fund of such city, town, county, any special

health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors.

E. The authority granted to a city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors by this section is not subject to title 20, except that any health, life, accident or disability benefit plan shall conform to the benefits required by title 20.

F. This section shall not be construed to authorize any city, town, county, any special health care district organized pursuant to title 48, chapter 31 or other political subdivision that is located in a county with a population of more than one million persons and whose governing body is composed of members of a county board of supervisors to procure insurance from any insurer not authorized by the director of the department of insurance.

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DIVISION 5. RISK MANAGEMENT TRUST FUND AND WORKERS' COMPENSATION TRUST FUND

Sec. 2-201. Definitions.

Sec. 2-202. Established; size.

Sec. 2-203. Use.

Sec. 2-204. Trustees.

Sec. 2-205. Risk manager.

Sec. 2-206. Referral of claims to private law firms.

Sec. 2-207. Insurance.

Sec. 2-208. Exemption of expenditures and audit.

Sec. 2-209. Employee safety coordinator; third party administrator.

Secs. 2-210—2-215. Reserved.

Sec. 2-201. Definitions.

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City: The city, including public officials, boards, commissions, employees and supervised volunteers while performing duties for the city within the scope of employment.

Property: Buildings and other improvements to real estate, inventories, vehicles and equipment other than shrubbery, landscaping, traffic signals, street improvements and water and sewer lines.

Property loss: Damage to tangible city-owned property by an accidental event but not property of officials, boards, commissions, employees or volunteers.

Risk management loss: Defense and damages for losses to persons or property for which the city is liable.

Workers' compensation loss: Defense, losses, damages, and awards by the industrial commission of Arizona for injuries incurred by an employee or volunteer as covered by the Arizona Workers' Compensation laws and statutes.

(Ord. No. 1254, § 2, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-202. Established; size.

(a) A fund to be known as the "risk management trust fund" established for the payment of defense, losses, anticipated losses and insurance premiums related to losses for personal injury or property damage, and that such fund shall not be used for any other purpose. The amount of money to be appropriated to the fund will be based on:

(1) Prior loss experience of the fund;

(2) Projected exposure of risk assumed;

(3) Insurance premium costs, if any.

(b) A fund to be known as the "worker's compensation trust fund" is hereby established for the payment of workers' compensation losses and any insurance premiums for workers' compensation coverage. The amount of money to be appropriated to the fund shall be based on:

(1) Prior loss experience of the fund;

(2) Projected exposure of risk assumed; and

(3) Insurance premium costs, if any.

(Ord. No. 1254, § 1, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-203. Use.

(a) The risk management trust fund shall provide defense and payment of claims and losses for personal injury and property damage liability and payment of insurance premiums, if any, subject to the following exceptions:

(1) Claims or punitive damages arising out of the willful violation of a penal statute or ordinance;

(2) Claims arising out of acts of bad faith and/or fraud committed by or at the direction of an individual with affirmative dishonesty or actual intent to deceive or defraud;

(3) Claims which are covered by a valid insurance policy or which shall be deemed uninsurable under law;

(4) Any claim based upon an individual gaining in fact any personal profit or advantage to which they were not legally entitled;

(5) Any claim when a service was allegedly rendered for compensation from a source other than the city and when the city is not liable;

(6) Inventory shrinkage and damages to city property that has customarily been repaired by city employees;

(7) Lost wages not covered under the workers' compensation laws of the state or any other state.

(b) The workers' compensation trust fund shall provide defense and payment of claims and awards pursuant to the workers' compensation laws and statutes of the state of Arizona, and the payment of insurance premiums, if any, for workers' compensation coverage.

(Ord. No. 1254, § 3, 10-4-93; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-204. Trustees.

The city council shall appoint five (5) joint trustees, of whom no more than one (1) shall be a member of the city council and no more than one (1) shall be a city employee, to serve as trustees for both the risk management and workers' compensation trust funds. The city's risk manager shall be an ex officio member of the risk management trust fund and the employee safety coordinator shall be an ex officio member of the workers' compensation trust fund. The trustees shall be responsible for recommendations to the city council regarding the administration of the trust fund. The trustees shall meet at least once a year and submit a report to the city council as to the status of the trust fund. Such report shall include recommendations the trustees deem necessary. The trustees shall be bonded in a minimum amount of

ten thousand dollars ($10,000.00). Costs for bonding will be paid by the city. The trustees shall be appointed for terms of three (3) years and a chairman shall be designated by the mayor.

(Ord. No. 1254, § 4, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Cross reference— Boards, commissions, etc., generally, § 2-266 et seq.

Sec. 2-205. Risk manager.

(a) The city shall designate a risk manager who shall be licensed pursuant to title 20, chapter 2, Arizona Revised Statutes [A.R.S. § 20-201 et seq.]. The risk manager, in matters of claims and litigation, will maintain a client/attorney relationship with an attorney or attorneys representing the city. The decision to effect claims and lawsuit settlements or to try lawsuits rests with the risk manager subject to the approval of the city attorney.

(b) Claims management and lawsuit fiscal responsibility rests with the risk manager. The responsibility for response to questions of law and trial legal services rests with the city attorney.

(c) The risk manager, with the approval of the city manager, shall have the authority to settle claims against the city in an amount to be determined by the city manager.

(d) The risk manager shall consult with the city attorney when claims are likely to involve litigation. The city attorney may provide defense for damage suits against the city if he determines that his department has the necessary expertise in that particular area of defense.

(Ord. No. 1254, §§ 5-8, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-206. Referral of claims to private law firms.

Claims referred to outside law firms for defense shall be the responsibility of the city attorney. Referral to particular outside firms shall be based upon their expertise and experience in the particular type of litigation and past performance. Expenses for the above shall be charged to the applicable trust fund.

(Ord. No. 1254, § 9, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-207. Insurance.

The city may purchase excess insurance for risk management or workers' compensation losses as determined by the city council.

(Ord. No. 1254, § 10, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-208. Exemption of expenditures and audit.

The expenditures during the fiscal year from the trust fund and monies in the trust fund at the close of the fiscal year shall not be subject to the provisions of Title 42, chapter 2, article 4, Arizona Revised Statutes [A.R.S. Sec. 42-301 et seq.]. An audit shall be performed annually by an external auditor and the report shall be kept on file for a minimum of five (5) years.

(Ord. No. 1254, § 11, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

DIVISION 5. RISK MANAGEMENT TRUST FUND AND WORKERS' COMPENSATION TRUST FUND

Sec. 2-209. Employee safety coordinator; third party administrator.

(a) The city's employee safety coordinator, or successor, shall be responsible for administering the city's self-funded workers' compensation program. The decision whether or not to settle claims and lawsuits relating to workers' compensation claims rests with the employee safety coordinator subject to the approval of the city attorney. The limitation on the amount the employee safety coordinator can settle claims on lawsuits shall be set by the city manager.

(b) The city may contract with a third-party administrator to administer the investigation and payment of workers' compensation claims. The third-party administrator shall report to and be directed by the employee safety coordinator.

(Ord. No. 1826, § 1, 12-13-94)

Secs. 2-210—2-215. Reserved.

PART II – CODE OF ORDINANCES
CHAPTER 2 – ADMINISTRATION
ARTICLE V – FINANCIAL AFFAIRS

DIVISION 5. RISK MANAGEMENT TRUST FUND

Sec. 2-201 – Definitions.
Sec. 2-202 – Established; size.
Sec. 2-203 – Self-insurance; funding, allocation and use.
Sec. 2-204 – Trustees.
Sec. 2-205 – Claims, litigation management; claims committee.
Sec. 2-206 – Referral of claims to private law firms.
Sec. 2-207 – Insurance.
Sec. 2-208 – Exemption of expenditures and audit.
Sec. 2-209 – Agent for service of claims and process.
Sec. 2-210 – Contract provisions, indemnification prohibition.
Sec. 2-211 – Risk Management Loss Control.
Sec. 2-212 – Limitation of provisions.
Sec. 2-213 – Termination.
Sec. 2-214 – Reserved.

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Sec. 2-201. Definitions.

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The following definitions, words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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City: The City of Glendale, Arizona, including elected officials, members of boards and commissions, employees and supervised volunteers while performing duties for the city within the scope of employment.

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City Attorney: City Attorney or designee.

City Manager: City Manager or designee.

City Risk Manager: City Risk Manager or designee

Finance Department Director: Finance Department Director or designee.

Claim: Any Insured Claim, Liability Claim, Personal Injury Claim or Property Claim as defined herein.

Claim cost: Any internal or external cost or expense, Property Damage Cost incurred by the City for any Claim, as defined herein, against the City, Covered Corporation, Covered City Entity or Covered Individual as defined herein, including claim adjustment costs; appraisals, contractual services costs; legal defense costs; and attorneys' fees and costs and judgments awarded against the City.

Covered City entity: Any board, commission, committee, subcommittee, agency, trust, authority or joint powers authority created by City Charter provision, City ordinance, resolution, or formal action of the City Council for the exclusive benefit of the City as a public municipality.

Covered corporation: Any corporation, partnership, or limited liability company created for the purpose of assisting the City in capital acquisitions and other exclusively municipal purposes.

Covered Individual: Any individual falling within the following classes applicable to a date of loss.

A. Any elected official of the City;

B. Any individual appointed to any covered City entity or any member of a board of a covered corporation;

C. Any employee of the City, including any officer of the City, carried on the City payroll and subject to City personnel rules, whether full-time, part-time permanent or short-term;

D. Any individual contracting to perform services for and on behalf of the City and regularly performing such services on City property or City control sites and performing such services under the continuing actual direction and control of an individual described in sub-section A, B or C of this definition;

E. Any individual who, at the time and place of the occurrence, event, act or omission alleged to have formed the basis of any claim, was acting as a volunteer for or on behalf of the City, and further who was at such time and place acting under the actual direction and control of an individual described in subsection A, b or C of this definition.

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Deductibles: Any Claim covered by insurance, but subject to a deductible will be covered by the trust funds.

Employment practice liability: Any Claim or suit by a past, present, or prospective employee of the City, arising out of wrongful employment practices. Employment practices liability shall include actions, and also complaints to the Federal EEOC and Arizona Attorney General, brought under state, local or federal law, whether common or statutory and shall include, but not be limited to allegations of violations of the following federal laws, as amended, including but not limited to, regulations promulgated thereunder.

1. Americans With Disabilities Act of 1992 (ADA);
2. Civil Rights Act of 1991;
3. Age Discrimination in Employment Act of 1967 (ADEA), including the Older Workers Benefit Protection Act of 1990;
4. Title VII of the Civil Rights Law of 1964; as amended (1983), including Pregnancy Discrimination Act of 1978;
5. Civil rights Act of 1866; Section 1981; and
6. Fifth and Fourteenth Amendments of the U.S. Constitution.

Insured claim: Any claim that falls within the coverage provisions of any insurance policy that indemnifies the City, Covered Corporation, Covered City Entity, or Covered Individual; or a claim for damage to City-owned property that falls within the coverage of a first-party commercial property insurance policy.

Liability claim: Any claim or demand including any legal action and counter demand or counter claim in the nature of a tort or employment law claim made by any person or entity for the payment of money damages for which the City self-insures through the trust. The following types of claims are **excluded:**

1) Claims or punitive damages arising out of the willful violation of a penal statute or ordinance;

2) Claims arising out of acts of bad faith and/or fraud committed by or at the direction of an individual with affirmative dishonesty or actual intent to deceive or defraud;

3) Claims which are covered by a valid insurance policy or which shall be deemed uninsurable under law;

4) Any claim based upon an individual gaining in fact any personal profit or advantage to which they were not legally entitled;

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5) Inventory shrinkage and damages to city property that has customarily been repaired by city employees;

6) Lost wages not covered under the workers compensation laws of the state or any other state;

7) Any demand based solely on the assertion of a claim with the jurisdiction of the Personnel Board;

8) Any demand based solely on contract rights or issues;

9) Any demand based on taxes;

10) Any solely non-monetary demand; except declaratory judgments that may be related to claims for injury or damages;

11) Damages as a result of loss of any property, business advantage or economic interest caused by inverse condemnation, relocation, eminent domain or by governmental action.

Personal Injury claim: Injury, including consequential Bodily Injury or Property Damage arising out of false arrest, detention or imprisonment or malicious prosecution; publication or utterance of libel or slander, including disparaging statements concerning the condition, value, quality or use of real or personal property, or publication or utterance in violation of rights of privacy; wrongful entry or eviction, or other invasion of the right of private occupancy; assault and battery committed or directed for the purpose of protecting persons or property from injury or death; or discrimination on any basis, including but not limited to: race, religion, nationality, national origin, color, creed, sex, sexual orientation, age, nature of employment, or disability.

Property: Property of every description both real and personal (including improvements, betterments and remodeling or property of others in the care, custody or control of the City) for which the City is liable or under the obligation to insure.

Property Damage Costs: Physical injury to, or destruction of, tangible Property, including the loss of use of tangible Property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence which the City is liable.

Property Claim: Any claim or demand, including any legal action and counter demand or counter claim in the nature of a tort made by any person or entity for the payment of money damages for which the City self-insures through the risk management trust fund.

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Risk Management Expenses: Insurance premiums, brokerage fees and costs, adjusting, appraisal, City Risk Manager salary and benefits, city deductibles or self-insured retentions, legal fees and costs, defense fees and costs.

~~*Property:* Buildings and other improvements to real estate, inventories, vehicles and equipment other than shrubbery, landscaping, traffic signals, street improvements and water and sewer lines.~~

~~*Property loss:* Damage to tangible city-owned property by an accidental event but not property of officials, boards, commissions, employees or volunteers.~~

~~*Risk management loss:* Defense and damages for losses to persons or property for which the city is liable.~~

~~*Workers' compensation loss:* Defense, losses, damages, and awards by the industrial commission of Arizona for injuries incurred by an employee or volunteer as covered by the Arizona Workers' Compensation laws and statutes.~~

(Ord. No. 1254, § 2, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-202. Established; size.

(a) A Trust Fund to be known as the "risk management trust fund" shall be established and used for the purpose of providing the City Risk Manager with funds to pay the City's Claims, Claim Costs, Risk Management Expenses. ~~for the payment of defense, losses, anticipated losses and insurance premiums related to losses for personal injury or property damage, and that~~ Such fund shall not be used for any other purpose. ~~The amount of money to be appropriated to the fund will be based on:~~

(b) All monies received by the City for the purpose of funding the risk management trust fund shall be deposited into the trust fund, including all departmental contributions, refunds, interest, investment income and amounts recovered for the benefit of the trust fund.

~~(1)~~

~~Prior loss experience of the fund;~~

~~(2)~~

~~Projected exposure of risk assumed;~~

~~(3)~~

~~Insurance premium costs, if any.~~

~~(b)~~

~~A fund to be known as the "worker's compensation trust fund" is hereby established for the payment of workers' compensation losses and any insurance premiums for workers' compensation coverage. The amount of money to be appropriated to the fund shall be based on:~~

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~~(1)~~

~~Prior loss experience of the fund;~~

~~(2)~~

~~Projected exposure of risk assumed; and~~

~~(3)~~

~~Insurance premium costs, if any.~~

(Ord. No. 1254, § 1, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-203. – Self-insurance; funding, allocation and use.

a) Through the Trust the City shall act as a self-insurer for all Claims, other than those falling within the coverage provisions of an insurance policy or surety bond. The liability of the City for such costs shall be established by law. The Risk Manager shall cause the City to comply with all requirements for self-insurers as may be contained in applicable law, to obtain for the City, all benefits of self-insurance status, and to maintain such status for as long as it is in the City's interests to do so.

b) The risk management trust fund shall be funded as part of the annual budgetary and appropriation process of the City in such amounts as to provide sufficient monies to pay all reasonably anticipated Claim Costs, Property Damage Costs and Risk Management Expenses against the City for the ensuing fiscal year.

c) The City Council shall determine the funding level of the trust fund based on the recommendations of the City Manager and the Finance Director. The cost of the trust set for the in the annual budget shall be allocated among departments of the City by the Risk Manager and the Finance Director based on:

1) Prior loss experience of the fund;
2) Projected exposure of risk based upon actuarial analysis;
3) Insurance premium costs, if any;
4) Risk Management Expenses

d) The risk management trust fund shall provide for all Claims, legal defense and payment of Claims Costs, Property Claim Costs, Risk Management Expenses, and costs as described in 2-202 above subject to the exceptions as defined in this Chapter.

~~(a) The risk management trust fund shall provide defense and payment of claims and losses for personal injury and property damage liability and payment of insurance premiums, if any, subject to the following exceptions:~~

~~(1)~~

~~Claims or punitive damages arising out of the willful violation of a penal statute or ordinance;~~

~~(2)~~

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~~Claims arising out of acts of bad faith and/or fraud committed by or at the direction of an individual with affirmative dishonesty or actual intent to deceive or defraud;~~

~~(3)~~

~~Claims which are covered by a valid insurance policy or which shall be deemed uninsurable under law;~~

~~(4)~~

~~Any claim based upon an individual gaining in fact any personal profit or advantage to which they were not legally entitled;~~

~~(5)~~

~~Any claim when a service was allegedly rendered for compensation from a source other than the city and when the city is not liable;~~

~~(6)~~

~~Inventory shrinkage and damages to city property that has customarily been repaired by city employees;~~

~~(7)~~

~~Lost wages not covered under the workers' compensation laws of the state or any other state.~~

~~(b)~~

~~The workers' compensation trust fund shall provide defense and payment of claims and awards pursuant to the workers' compensation laws and statutes of the state of Arizona, and the payment of insurance premiums, if any, for workers' compensation coverage.~~

~~*(Ord. No. 1254, § 3, 10-4-93; Ord. No. 1826, § 1, 12-13-94)*~~

Sec. 2-204. Trustees.

a) The city council shall appoint five (5) joint Trustees, of whom no more than one (1) shall be a Member of the city council and no more than one (1) shall be a city employee, to serve as Trustee for ~~both~~ the risk management ~~and workers' compensation~~ trust fund. The City Risk Manager shall be technical advisor of the risk management trust fund. ~~and the employee safety coordinator shall be an ex officio member of the workers' compensation trust fund.~~ The Trustees shall be responsible for recommendations to the city council regarding the administration of the risk management trust fund. The trustees shall meet at least twice a year. Annually the Trustees shall ~~and~~ submit a report to the city council as to the status of the trust fund. Such report shall include recommendations the Trustees deem necessary. The Trustees shall be bonded in an amount satisfactory to the City Risk Manager but not less than the minimum amount of ten thousand dollars ($10,000.00). Costs for bonding will

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be paid by the ~~city~~ risk management trust fund.. The Trustees shall be appointed for terms of three (3) years and a chairman shall be designated by the mayor.

b) The term of any Trustee automatically ends:

1. On death of the Trustee.
2. On submittal of a written resignation to the Board Chair or the mayor.
3. On failure to attend three (3) consecutive regular meetings of the Board.
4. On termination of City employment.

c) Three (3) Trustees shall constitute a quorum for the exercise of the powers and duties conferred upon the Board.

d) Conflict of interest laws shall apply to each of the Trustees.

e) Trustees shall serve on the Board without salary or compensation.

f) The Trustees shall:

1. Provide financial oversight of the risk management trust fund and make recommendations.
2. Review the trust fund balance and make recommendations to ensure adequate funds exist to pay outstanding and future Claims, Claim Costs, Property Damage Costs and Risk Management Expenses.
3. Meet at least twice per year, or more frequently as the Chair of the Board deems necessary or upon request of the City Risk Manager.

g) The Trustees may:

1. Adopt rules or policies for the operation of the Board, which are not inconsistent with this chapter, Federal law, Arizona laws, the City Charter or any City ordinances or administrative regulations.
2. Appoint committees.
3. Recommend City staff hire independent consultants to perform assignments necessary for the administration of the trust fund.

(Ord. No. 1254, § 4, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Cross reference— *Boards, commissions, etc., generally, § 2-266 et seq.*

Sec. 2-205. – Claims, litigation management, claims committee.

(a) The city shall designate a City Risk Manager who shall be licensed pursuant to title 20, chapter 2, Arizona Revised Statutes [A.R.S. § 20-201 et seq.]. The City Risk Manager, in matters of claims and litigation, will maintain a client/attorney relationship with an attorney or attorneys representing the City. The decision to settle Claims and lawsuits ~~settlements~~ or to try lawsuits rests with the City Risk Manager subject to the approval of the City Attorney.

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(b) Claims management, and lawsuit fiscal responsibility rests with the City Risk Manager. The responsibility for response to questions of law and trial legal services rests with the city attorney. Tactical decisions during litigations shall be the responsibility of the City Attorney. The City Attorney shall consult with the Risk Manager regarding litigations expenses.

(c) The City Risk Manager, with the approval of the City Manager, shall have the authority to settle claims against the city in an amount to be determined by the City Manager. The City Risk Manager, acting within the parameters set by the City Attorney for determining that the City has exposure to legal liability, may authorize and pay Claims whether or not in litigation for any single demand for any single Claim. The City Risk Manager shall consult with the City Attorney prior to any determination to pay any Claim for which the exposure to legal liability is unclear. No Claim in litigation can be settled or paid without prior approval by the City Risk Manager.

(d) The City Attorney is responsible for all legal actions resulting from Claims, assessing the legal liability of the City with respect to any Claim, including any decision to file suit, defend a suit or prosecute an appeal. risk manager shall consult with the city attorney when claims are likely to involve litigation. The City Attorney may choose to provide defense for damage suits against the city based upon available specific expertise and available resources if he determines that his department has the necessary expertise in that particular area of defense.

(e) The City Attorney and the City Risk Manager shall create and staff a Claims Committee to evaluate legal actions resulting from Claims and lawsuits and assignment of outside legal counsel. The City Risk Manager and City Attorney shall each be a fully participating member of such committee.

(f) The City Risk Manager may authorize such emergency remediation and response as made necessary by water main breaks or sewer backups or risk to public health or safety without a prior determination of liability by the City Attorney.

(Ord. No. 1254, §§ 5-8, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-206. Referral of claims to private law firms.

Claims referred to outside law firms for defense shall be the responsibility of the City Attorney in consultation with the City Risk Manager. Referral to particular outside firms shall be based upon their expertise and experience in the particular type of litigation and past performance. Expenses for the above shall be charged to the risk management trust fund.

(Ord. No. 1254, § 9, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-207. Insurance.

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~~The city may purchase excess insurance for risk management or workers' compensation losses as determined by the city council.~~

The City Risk Manager, acting for the City Manager, is authorized to enter into, on behalf of the City, any appropriate commercial insurance, alternative risk financing and surety bonding contracts to provide such risk insurance as determined to be in the best interests of the City.

(Ord. No. 1254, § 10, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-208. Exemption of expenditures and audit.

The expenditures during the fiscal year from the risk management trust fund and monies in the trust fund at the close of the fiscal year shall not be subject to the provisions of Title 42, chapter 2, article 4, Arizona Revised Statutes [A.R.S. Sec. 42-301 et seq.]. An internal financial audit shall be performed annually by the Finance Director which can be satisfied by Comprehensive Audit and Financial Report. A performance audit shall be performed every five (5) years by an external auditor or more often as requested by Trustees or City Risk Manager. The report shall be kept on file for a minimum of five (5) years.

(Ord. No. 1254, § 11, 10-4-83; Ord. No. 1826, § 1, 12-13-94)

Sec. 2-209. – Agent for service of claims and process.

The City Clerk is hereby designated as the proper and appropriate party upon whom claims against the City shall be served under the provisions of Section 12-821.01, Arizona Revised Statutes, and upon whom service of process in litigation shall be served to comply with the provisions of State and Federal Rules of Civil procedure, as such statutes and rules now exist or as they may be hereafter amended. ~~city's employee safety coordinator, or successor, shall be responsible for administering the city's self-funded workers' compensation program. The decision whether or not to settle claims and lawsuits relating to workers' compensation claims rests with the employee safety coordinator subject to the approval of the city attorney. The limitation on the amount the employee safety coordinator can settle claims on lawsuits shall be set by the city manager.~~

~~(b)~~

~~The city may contract with a third-party administrator to administer the investigation and payment of workers' compensation claims. The third-party administrator shall report to and be directed by the employee safety coordinator.~~

(Ord. No. 1826, § 1, 12-13-94)

Sec. 2-210 Contract provisions; indemnification prohibition.~~10. 2-215. Reserved.~~

Unless expressly authorized by law, no City contract or agreement shall contain any provision, and the City shall not be bound by any provision of any such agreement,

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whereby the City, its agents, officer or employees agree to provide any indemnity or assume any liability for any omission, act or activity of the City, its agents, servants or employees, beyond such liability as may be imposed as a matter of law upon the City by reason of such omission, act or activity existing in the absence of any contractual provision relating thereto.

Sec. 2-211 – Risk Management Loss Control.

A. The City Risk Manager shall provide direction of the risk management loss control function of the City to all of its departments, divisions and functions.

B. Risk Management shall have responsibility for coordination and control of all efforts of the City to protect against liability and loss or damage to city-owned property. The division may establish regulations and requirements designed to protect the City from Claims, and damage to City property.

Sec. 2-212 – Limitation of provisions.

Nothing in this chapter shall be construed to have any effect or impact on, or derogate from, any other power given elsewhere in the Charter or this Code to other departments or entities of the City with respect to any health, disability, life, workers' compensation, or unemployment insurance or coverage. Nothing in this chapter shall be deemed to have any effect upon any bonds provided in connection with public works contracts, any fidelity bonding contracts, provisions or requirements or any performance or delivery agreements which include performance or delivery bond or insurance provisions.

Sec. 2-213 – Termination

The City Council may determine that it will no longer maintain self-insurance, and will otherwise manage its risk of liability, at which time the risk management trust fund shall be dissolved after the payment of outstanding claims. Any trust funds remaining shall become part of the City's general fund unless otherwise required by law.

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DIVISION 6. - WORKERS' COMPENSATION TRUST FUND

Sec. 2-215. – Definitions .

Sec. 2-216. – Established; size.

Sec. 2-217. – Self Insurance: funding, allocation and use

Sec. 2-218. – Trustees.

Sec. 2-219 – Administration of the self insured Workers' Compensation Program; third party administrator

Sec. 2-220. – Insurance.

Sec. 2-221. – Exemption of expenditures and audit.

Sec. 2-222. – Termination

Sec. 2-215 - Definitions.

As used in this chapter, the following definitions shall apply:

Finance Director: Finance Director or designee.

City: The City of Glendale, Arizona.

City Attorney: City Attorney or designee.

City Manager: City Manager or designee.

City Risk Manager: City Risk Manager or designee.

Workers' Compensation Loss: Workers' compensation losses, damages, defense and awards by the Industrial Commission of Arizona for injuries incurred by an employee or volunteer as covered by the Arizona Workers' Compensation laws and statutes.

Risk Management Expenses: Any and all costs and expenses for City workers' compensation program, including but not limited to workers' compensation analyst, claim adjustment expenses, self-insured premiums, excess insurance or reinsurance, broker fees, actuarial fees, third party administration fees and legal fees and expenses.

Sec. 2-216. - Established; size.

(a) A trust fund to be known as the "workers' compensation trust fund" shall be established and used for the purpose of providing the City with funds used to pay the City's Workers' Compensation Loss and

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Risk Management Expenses, taxes, administrative tax and special fund tax as required by the Industrial Commission of Arizona;

b. All monies received by the City for the purpose of funding the workers' compensation trust fund shall be deposited into the trust fund, including all departmental contributions, refunds, interest, investment income and amounts recovered for the benefit of the trust fund.

~~(Ord. No. 1254, § 1, 10-4-83; Ord. No. 1826, § 1, 12-13-94)~~

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Sec. 2-217. – Self Insurance: funding, allocation and use

(a) Through the workers' compensation trust the City shall act as a self-insurer for all Workers' Compensation Loss and Claims. The liability of the City for such costs shall be established by law. The Director shall cause the City to comply with all requirements for self-insurers as may be contained in applicable law, to obtain for the City, all benefits of self-insurance status, and to maintain such status for as long as it is in the City's interests to do so.

(b) The workers' compensation trust fund shall be funded as part of the annual budgetary and appropriation process of the City in such amounts as to provide sufficient monies to pay all reasonably anticipated Workers' Compensation Loss and Risk Management Expenses for the ensuing fiscal year.

(c) City Risk Manager and Finance Director shall determine the funding level of the trust fund. The cost of the trust set forth in the annual budget shall be allocated among departments of the City by the Finance Director based on:

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(1) Prior loss experience of the fund;

(2) Projected exposure of risk based upon actuarial analysis;

(3) Workers' compensation loss;

(4) Risk Management Expenses

(d) The workers' compensation trust fund shall provide for all claims, and payment of Workers' Compensation Losses, Risk Management Expenses, legal fees and expenses, insurance premiums, if any, subject to the exceptions as defined in this Chapter.

Sec. 2-218. - Trustees.

(a) The city council shall appoint five (5) joint Trustees, of whom no more than one (1) shall be a Member of the city council and no more than one (1) shall be a city employee, to serve as Trustee for the workers' compensation trust fund. The City Risk Manager shall be technical advisor of the workers' compensation trust fund. The Trustees shall be responsible for recommendations to the city council regarding the administration of the workers' compensation trust fund. The Trustees shall meet at least twice a year and submit a report to the city council as to the status of the trust fund. Such report shall include recommendations the Trustees deem necessary. The Trustees shall be bonded in an amount satisfactory to the City Risk Manager but not less than the minimum amount of ten thousand dollars ($10,000.00). Costs for bonding will be paid by the workers' compensation trust fund. The Trustees shall be appointed for terms of three (3) years and a chairman shall be designated by the mayor.

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(b) The term of any Trustee automatically ends:

1. On death of the Trustee.
2. On submittal of a written resignation to the Board Chair or the mayor.
3. On failure to attend three (3) consecutive regular meetings of the Board.
4. On termination of City employment.

(c) Three (3) Trustees shall constitute a quorum for the exercise of the powers and duties conferred upon the Board.

(d) Conflict of interest laws shall apply to each of the Trustees.

(e) Trustees shall serve on the Board without salary or compensation.

(f) The Trustees shall:

1. Administer the trust fund pursuant to this chapter.
2. Provide financial oversight of the workers' compensation trust fund by evaluating liabilities, other expenses and reserve amounts.
3. Review the trust fund to ensure adequate funds exist to pay outstanding and future Workers' Compensation Losses and Risk Management Expenses.
4. Meet at least twice per year, or more frequently as the Chair of the Board deems necessary or upon request of the City, Risk Manager.

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(g) The Trustees may:

1. Adopt rules or policies for the operation of the Board, which are not inconsistent with this chapter, Federal law, Arizona laws, the City Charter or any City ordinances or administrative regulations.

2. Appoint committees.

3. Recommend City staff hire independent consultants to perform assignments necessary for the administration of the trust fund.

Sec. 2-219. – Risk manager

(a) The city shall designate a City Risk Manager who shall be licensed pursuant to title 20, chapter 2, Arizona Revised Statutes [A.R.S. § 20-201 et seq.].

(b) Claims management lawsuit fiscal responsibility rests with the City Risk Manager. -

(c) The City Risk Manager shall be responsible for administering the city's self-funded workers' compensation program. The decision whether or not to settle claims and lawsuits relating to workers' compensation claims rests with the City Risk Manager.

(d) The city may contract with a third-party administrator to administer the investigation and payment of workers' compensation claims. The third-party administrator shall report to and be directed by the City Risk Manager.

Sec. 2-220. - Insurance.

The City Risk Manager, acting for the City Manager, is authorized to enter into, on behalf of the City, any appropriate commercial insurance, alternative risk financing as determined to be in the best interests of the City

Sec. 2-221. - Exemption of expenditures and audit.

The expenditures during the fiscal year from the workers' compensation trust fund and monies in the trust fund at the close of the fiscal year shall not be subject to the provisions of Title 42, chapter 2, article 4, Arizona Revised Statutes [A.R.S. Sec. 42-301 et seq.]. An internal financial audit shall be performed annually by the Finance Director which can be satisfied by Comprehensive Audit and Financial Report. A performance audit shall be performed every five (5) years by an external auditor or more often as requested by Trustees or City Risk Manager. The report shall be kept on file for a minimum of five (5) years.

Sec. 2-222 - Termination

The City may determine that it will no longer maintain self-insurance, at which time the Worker's Compensation Trust Fund shall be dissolved after the payment of outstanding claims. Any trust funds remaining shall become part of the City's general fund unless otherwise required by law.

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CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**ADOPT AN ORDINANCE GRANTING A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY ACROSS A PORTION OF CITY-OWNED PROPERTY AT 11480 WEST GLENDALE AVENUE**
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 granting a utility easement to Arizona Public Service Company (APS) across a portion of city-owned property at 11480 West Glendale Avenue.

Background

On October 9, 2012, Council approved a Ground Lease Agreement and Waste Supply Agreement with Vieste SPE, LLC and Vieste Energy LLC (Vieste) for the implementation of a mixed waste processing facility located at the Glendale Municipal Landfill, 11480 West Glendale Avenue. Vieste requested APS to install underground power lines to accommodate the operation of their facility. In return APS requested an easement from the city to protect its facilities in the new location.

Analysis

- This action is unrelated to the recent Council adopted (1/14/2014; 2/25/2014) utility easements granted to APS for the 69 kilovolts power line relocation project at the Landfill.
- There will be no impact to any city departments, staff or service levels.
- There are no costs incurred as a result of this action.

Community Benefit/Public Involvement

Installation of the APS power lines is necessary for the Vieste facility to become operational and fulfill the requirements of the Ground Lease Agreement. This facility will enhance the city's ability to increase its waste diversion efforts and extend the life of the landfill.

Attachments

Ordinance

Easement

ORDINANCE NO. 2893 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY ON CITY-OWNED PROPERTY TO CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND MAINTAIN ELECTRICAL LINES LOCATED AT 11480 WEST GLENDALE AVENUE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

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

SECTION 1. That the City Council hereby approves the utility easement and all the terms and conditions thereto and directs the City Manager for the City of Glendale to execute said document granting Arizona Public Service Company a utility easement upon, across, over and under certain property located within existing City property at approximately 11480 West Glendale Avenue, in the form attached hereto as Exhibit A. The legal descriptions are contained in the Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Arizona Public Service Company.

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.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

e_aps_11480glendale

NE 1/4-1-2N-1W
33.548383, -112.309535
501-99-004D
CCW-14-03
WA173344
JNJ

CITY OF GLENDALE-APS
UTILITY EASEMENT

THE CITY OF GLENDALE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

PARCEL NO. F-1
The Southeast quarter of the Northeast quarter of Section 1, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. F-2
Lot 1 of Section 1, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

AS RECORDED IN INSTRUMENT NUMBER 91-475093 M.C.R.

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set

forth in Exhibit "B." Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers, all as shown on Exhibit "B" attached hereto and made a part hereof. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the

Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, City of Glendale, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of_____, 20__.

APPROVED AS TO FORM:

_____
City Attorney

CITY OF GLENDALE,
a municipal corporation

By: _____
Title:

ATTEST:

_____
City Clerk

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ___ day of _____, 20__ by

_____ of _____, on behalf of

_____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

_____
Notary Public

EXHIBIT "A"

(LEGAL DESCRIPTION AND / EXHIBIT OF EASEMENT PREMISES)

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 1 MARKED WITH A FOUND BRASS CAP IN HANDHOLE, FROM WHICH THE EAST QUARTER CORNER OF SAID NORTHEAST QUARTER OF SECTION 1 MARKED WITH A FOUND 1" IRON PIPE, BEARS SOUTH 00°10'04" WEST, A DISTANCE OF 2613.23 FEET;

THENCE SOUTH 44°15'04" WEST A DISTANCE OF 1108.39 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TO THE POINT OF BEGINNING OF SAID EASEMENT HEREIN DESCRIBED.

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 20.33 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 4.06 FEET;

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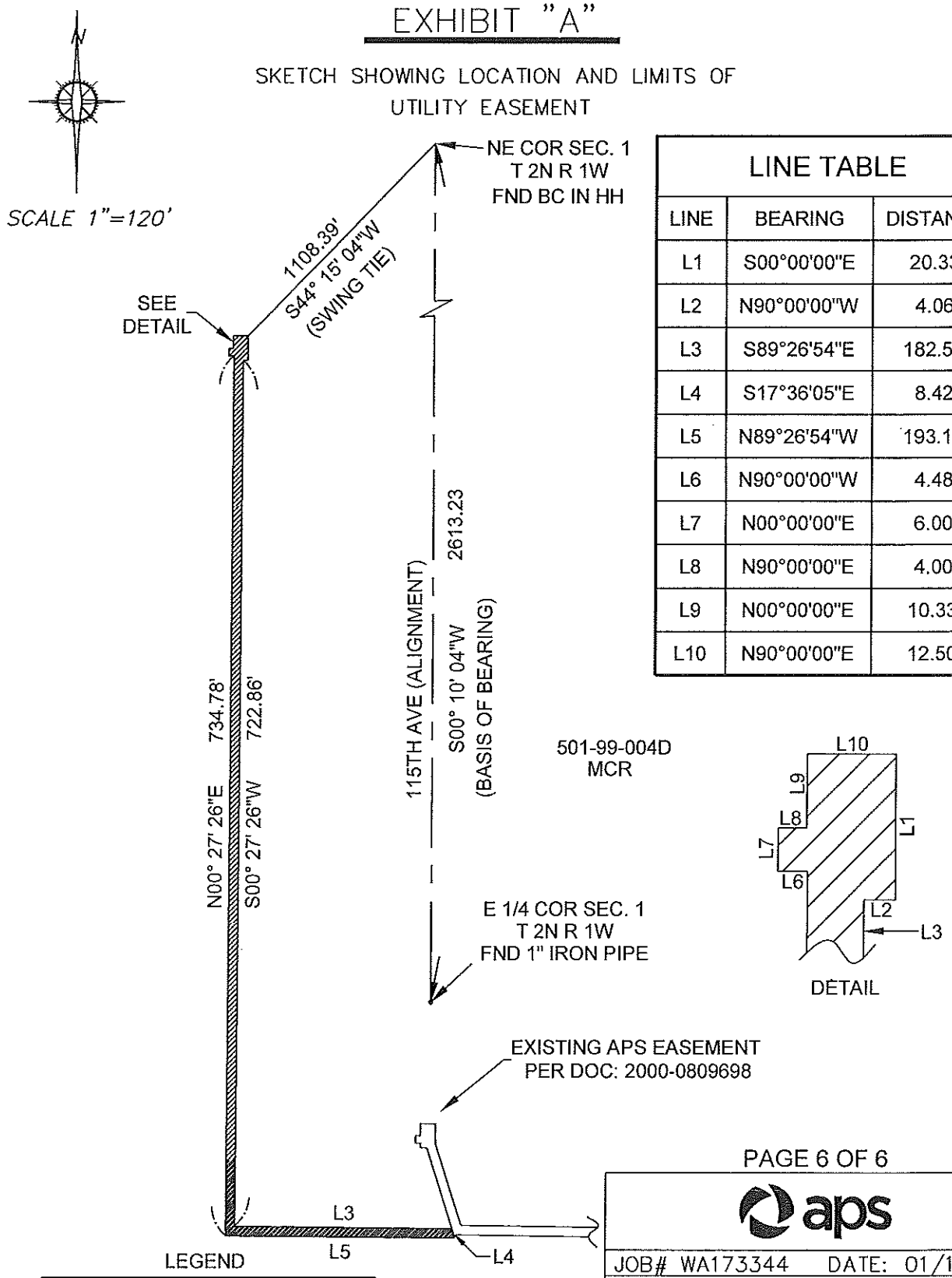

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LEGEND

▨	EASEMENT AREA
— — —	SECTION LINE
∘	SECTION COR AS NOTED
MCR	MARICOPA COUNTY RECORDER

aps

JOB# WA173344	DATE: 01/15/14
NE 1/4 SEC 1	T 2N R 1W
SCALE: 1"= 120'	CCW 14-03
R/W: JAYSON JOHNSON	
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IN WITNESS WHEREOF, City of Glendale, a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this __ day of_____, 20__.

APPROVED AS TO FORM:

_____
City Attorney

CITY OF GLENDALE,
a municipal corporation

By: _____
Title:

ATTEST:

_____
City Clerk

STATE OF _____ }
} ss.
County of _____ }

This instrument was acknowledged before me this ___ day of _____, 20__ by

_____ of _____, on behalf of

_____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

_____
Notary Public

EXHIBIT "A"

(LEGAL DESCRIPTION AND / EXHIBIT OF EASEMENT PREMISES)

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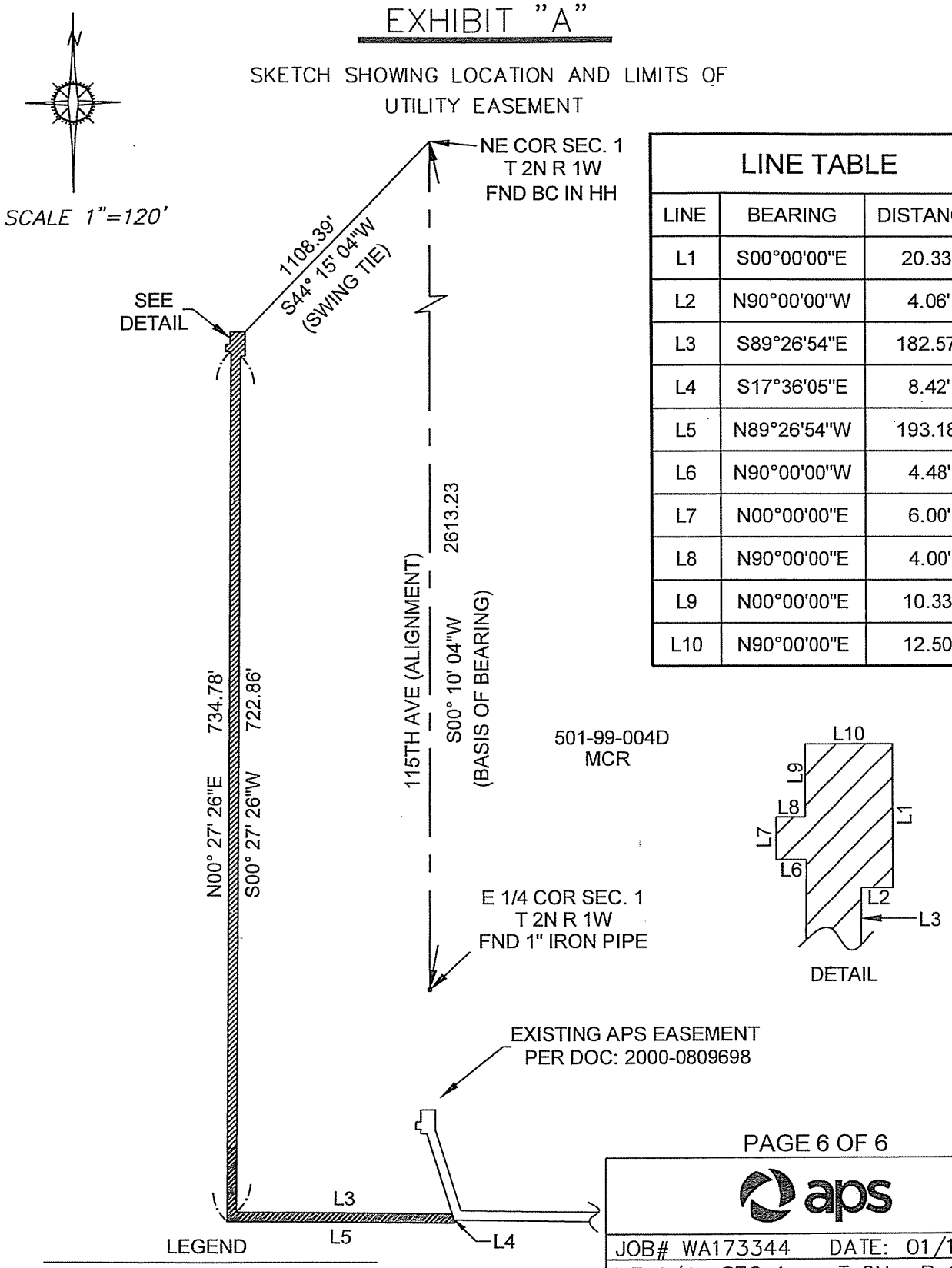
EXHIBIT "A"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT



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LEGEND

- EASEMENT AREA
- SECTION LINE
- SECTION COR AS NOTED
- MCR — MARICOPA COUNTY RECORDER

aps

JOB# WA173344	DATE: 01/15/14
NE 1/4 SEC 1	T 2N R 1W
SCALE: 1"= 120'	CCW 14-03
R/W: JAYSON JOHNSON	
SURVEY: JOHNSON-TAFT	
DRAWN BY: JAYSON JOHNSON	

CITY COUNCIL REPORT

Meeting Date:	**5/27/2014**
Meeting Type:	**Voting**
Title:	**AUTHORIZATION TO TRANSFER CITY OF GLENDALE OWNED PROPERTY LOCATED AT 103RD AVENUE, APPROXIMATELY ¼ MILE NORTH OF NORTHERN AVENUE, TO THE CITY OF PEORIA**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to transfer City of Glendale owned property located at 103rd Avenue, approximately ¼ mile north of Northern Avenue , to the City of Peoria. This request is a Special Warranty Deed along with a temporary construction easement that is necessary to complete a road widening project being constructed and paid for by the City of Peoria.

Background

From 1966 to 1969 the City of Glendale operated a landfill on a piece of land west of 103rd Avenue between Northern and Olive Avenues. The 22 acre parcel was acquired by the Glendale in 1993. Since 1993, the City of Glendale has been maintaining the property and its easements. The City of Peoria contacted the City of Glendale requesting permission to acquire a 40 foot strip of this property. This strip is approximately 12,440 square feet that runs the length of the parcel and is needed by the City of Peoria in order to complete the widening of 103rd Avenue.

In exchange for this land transfer the City of Peoria agrees to purchase and construct a decorative, wrought iron fence along the easterly and northerly boundaries of the entire 22-acre site, to include an access gate. The temporary construction easement will allow the City of Peoria to remove the current chain link fence and install the wrought iron fence and gate, and to complete work necessary for the road widening project being constructed and paid for by Peoria. The City of Peoria also agrees to participate in the design of storm water channels on the Glendale landfill property that will run through the parcel and connect the community to the west (Country Meadows) to Peoria's newly constructed storm water system on 103rd Avenue when completed.

Analysis

- Staff recommends entering into the agreement with the City of Peoria.
- The Special Warranty Deed, Land Exchange Agreement and temporary construction easement were reviewed and approved by the City Attorney's Office.
- There will be no impact to any city departments, staff, or service levels.

Community Benefit/Public Involvement

This action allows the City of Peoria to widen 103rd Avenue between Northern and Olive Avenues and has a positive impact on the west valley transportation network and the traveling public.

Budget and Financial Impacts

There is no cost to the City of Glendale as a result of this action.

Attachments

Ordinance

ORDINANCE NO. 2894 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE APPROVAL OF A REAL PROPERTY EXCHANGE AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE CITY OF PEORIA; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED AT 103RD AVENUE BETWEEN NORTHERN AND OLIVE AVENUES BY DIRECTING THE EXECUTION OF A SPECIAL WARRANTY DEED IN FAVOR OF THE CITY OF PEORIA, ARIZONA; AUTHORIZING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENT IN FAVOR OF THE CITY OF PEORIA, ARIZONA FOR THE PURPOSE OF A STREET IMPROVEMENT PROJECT ALONG 103RD AVENUE BETWEEN NORTHERN AND OLIVE AVENUES; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE ALONG WITH THE REAL PROPERTY EXCHANGE AGREEMENT AND SPECIAL WARRANTY DEED BE RECORDED.

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

SECTION 1. That the City owns undeveloped real property located at approximately 103rd Avenue between Northern and Olive Avenues identified in the County Assessor Records as Parcel No. 142-61-002J. In exchange for conveying title to a 40 foot strip of this parcel to the City of Peoria, Arizona, Peoria will undertake certain improvements on Glendale's remaining portion of the parcel; such improvements include roadway improvements, installing fencing, access control and the design of storm water control measures. Pursuant to this exchange, Glendale is granting Peoria a Special Warranty Deed for approximately 12,440 square feet on the eastern portion of the parcel and title to such interest shall immediately vest in Peoria, as provided by Arizona law.

SECTION 2. That the City Manager for the City of Glendale is hereby authorized and directed to execute the Special Warranty Deed on behalf of the City of Glendale in the form attached hereto as Exhibit A and incorporated herein; the legal description is contained in Exhibit A to the Special Warranty Deed.

SECTION 3. That the City Council hereby approves, authorizes and directs the City Manager to execute the Temporary Construction Easement on behalf of the City of Glendale. The Temporary Construction Easement grants the City of Peoria, Arizona a temporary construction easement upon, across, over and under the surface of certain properties located within existing City property so that Peoria can undertake any and all work necessary to construct the improvements agreed to by the parties in the Real Property Exchange Agreement and shall remain in effect for a period of one year or until such time as the improvements are completed,

whichever is earlier. The Temporary Construction Easement shall be executed in the form attached hereto as Attachment 2 to Exhibit B.

SECTION 4. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the City of Peoria, Arizona of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the City of Peoria.

SECTION 5. That the City Clerk be instructed and authorized to retain a certified copy of this ordinance along with the Special Warranty Deed, Property Exchange Agreement and the Temporary Construction Easement, and to forward a certified copy of this ordinance along with the Special Warranty Deed and Property Exchange Agreement 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_cop_swd_103n

EXHIBIT A

When recorded, return to:

Office of the City Clerk
City of Peoria
8401 West Monroe
Peoria, Arizona 85345

SPECIAL WARRANTY DEED

For valuable consideration,the **City of Glendale, an Arizona municipal corporation**, ("GRANTOR") does hereby convey to **CITY OF PEORIA, an Arizona municipal corporation** the ("GRANTEE"), the following described real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto ("the Property"):

See Exhibit "A" attached hereto and incorporated herein (the "Property").

SUBJECT ONLY TO: current taxes, assessments, reservation in patents and all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions as may appear of record.

And GRANTOR hereby binds itself and its successors to warrant and defend the title to the Property, as against all acts of GRANTOR and no other, subject to the matters set forth above.

EXEMPT FROM AFFIDAVIT AND FEES PURSUANT TO A.R.S. § 11-1134, A.3.

DATE: _____

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

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this date, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

The foregoing instrument was acknowledged before me this _____ day of

_____,2014, by _____

_____
Notary Public

My Commission Expires:

_____

Exhibit "A"

The East Forty (40) feet of the that part of the Southwest quarter of Section 32, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

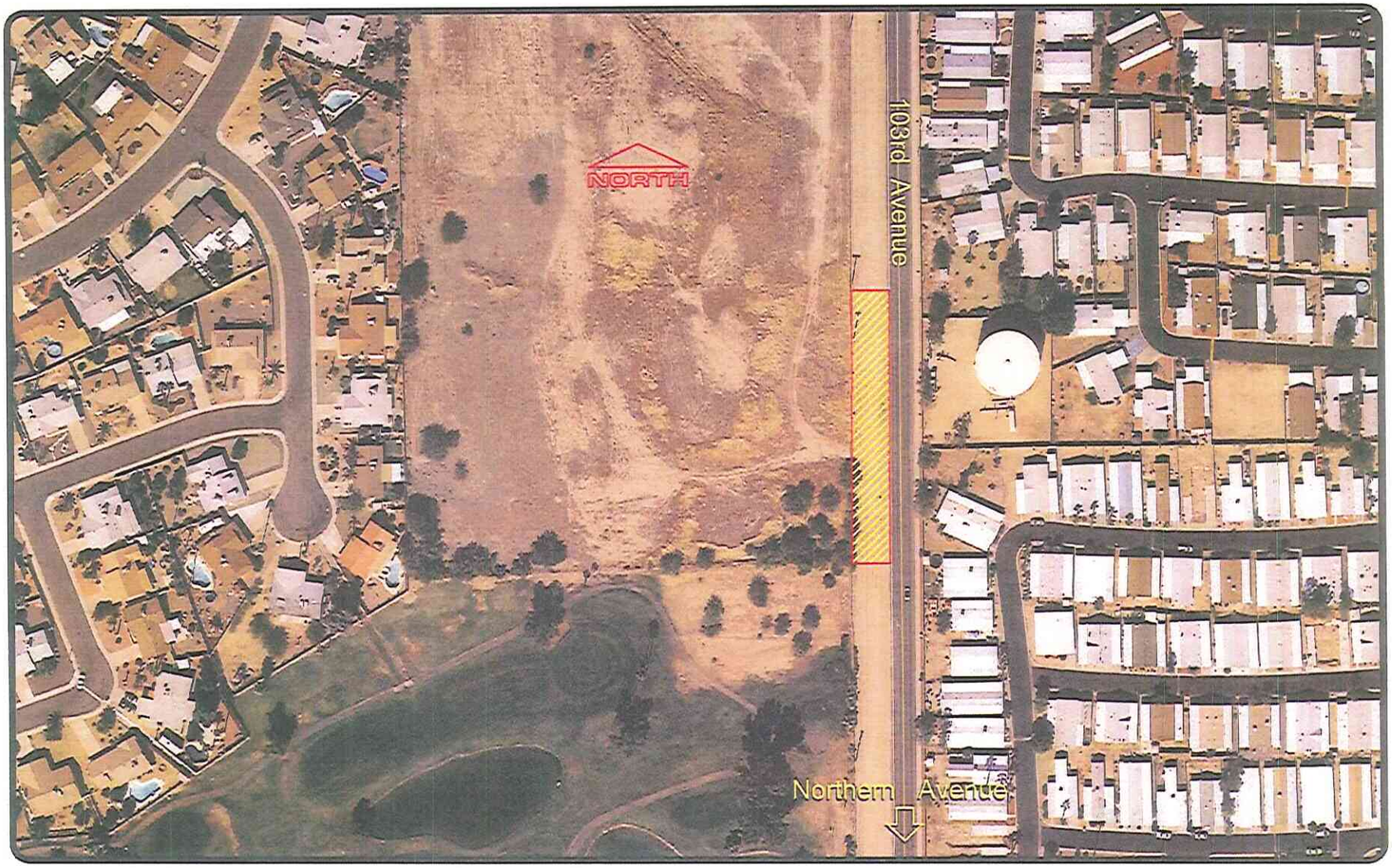
BEGINNING at the center of said Section 32, Township 3 North, Range 1 East;

Thence South 00 degrees 23 minutes 31 seconds West along the East line of said Southwest quarter, Section 32, Township 3 North, Range 1 East a distance of 310.50 feet;

Thence South 87 degrees 20 minutes 22 seconds West a distance of 539.46 feet to a point on the East line of COUNTY MEADOWS UNIT THREE, as recorded in Book 191 of Maps, page 25, records of Maricopa County, Arizona;

Thence North 00 degrees 19 minutes 32 seconds West along the East line of said COUNTRY MEADOWS UNIT THREE, a distance of 332.45 feet to the Southwest corner of Tract "C", of COUNTRY MEADOWS UNIT TWO, as recorded in Book 185 of Maps, page 39, records of Maricopa County, Arizona;

Thence North 89 degrees 40 minutes 28 seconds East along the South line of said Tract "C". of COUNTRY MEADOWS UNIT TWO, a distance of 542.90 feet to the POINT OF BEGINNING.



SPECIAL WARRANTY DEED
RIGHT OF WAY
TO CITY OF PEORIA

GLENDALE

EXHIBIT B

REAL PROPERTY EXCHANGE AGREEMENT

DATE: _____, 2014

PARTIES:

City of Peoria, an Arizona municipal corporation
8401 West Monroe
Peoria, Arizona 85345
Attention: Andy Granger, City Engineer
("Peoria")

City of Glendale, an Arizona municipal corporation
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney
("Glendale")

RECITALS

A. Glendale owns certain undeveloped real property known as County Assessor Parcel No. 142-61-002J, generally located along 103rd Avenue between Northern and Olive Avenues in Glendale.

B. Peoria desires to improve 103rd Avenue between Northern and Olive Avenues and has requested that Glendale cede the east forty (40) feet of the Parcel 142-61-002J, consisting of approximately 12,440 square feet, more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Glendale Property"). In exchange, Peoria will provide Glendale with certain enhancements and improvements to its remaining real property.

C. Glendale and Peoria desire to exchange interests in the Property on the terms and conditions set forth in this Property Exchange Agreement ("Agreement").

D. The value of the exchanged interests along the improved 103rd Avenue and the Glendale property are substantially equal.

AGREEMENT

In consideration of the mutual promises and covenants set forth in this Agreement, the parties agree to exchange their interests regarding Property on the terms and conditions set forth below.

1. EXCHANGE TERMS & CONDITIONS.

(a) Upon approval of its City Council, Glendale shall convey the east 40 feet of Parcel No. 142-61-002J by Special Warranty Deed, as described in Exhibit A, to the City of Peoria as part of Peoria's road-widening project.

(b) Pending its City Council approval, as necessary, and in exchange for the Glendale real property, Peoria shall:

- Design and construct the 103rd Avenue west half street roadway improvements between Northern and Olive Avenues, in accordance with, at minimum Maricopa Association of Government (MAG) Standards.

- Design and construct a decorative wrought iron fence and access gate along the easterly and northerly boundaries of the City of Glendale parcel to replace the existing chain link fence. The design and construction of the gate and fence must meet Glendale standards and approval. Such approval shall not be unreasonably withheld. The new fence will be built on Glendale property and will be owned and maintained by the City of Glendale.

- Design and install an access gate for use by Glendale to enter and exit the vacant parcel; Glendale will be invited to participate in designing and determining the location of the gate.

- Peoria staff will also participate in Glendale's future design efforts to allow storm water from the Glendale parcel to outfall into the 103rd Avenue storm drain system.

(c) In order for Peoria to undertake the work as provided in subparagraph (b) above, Glendale agrees to provide to Peoria a Temporary Construction Easement (which is attached to this Agreement as Exhibit B) to certain other real property owned by Glendale. The Glendale property that is the subject of the Temporary Construction Easement is legally described in Attachment 1 (Legal Description TCE) to Exhibit B.

2. SPECIAL WARRANTY DEED; PROPERTY CONDITIONS.

Upon City Council approval, at the close of escrow, Glendale shall convey title to the east 40 feet of Parcel No. 142-61-002J, as described on the attached Exhibit A, to Peoria by Special Warranty Deed, in form and substance satisfactory to Peoria, such deed subject to no defects, exceptions, easements, encumbrances, covenants, conditions, restrictions, mining claims or liens.

The City of Peoria is aware and acknowledges that the entire parcel was once used as a "wildcat" landfill site that the City of Glendale cannot guarantee the landfill site to be suitable for roadway purposes. Peoria shall be responsible for any geotechnical or subsidence issues that might occur.

3. TITLE POLICIES AND SURVEY.

No title policy or survey is required for this exchange of municipal interests.

4. PEORIA'S REPRESENTATIONS AND WARRANTIES.

(a) Action. All actions on the part of Peoria which are required for the execution, delivery and performance by Peoria of this Agreement and each of the documents and agreements to be delivered by Peoria at the closing have been duly and effectively taken;

(b) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be executed by Peoria constitutes a legal, valid and binding obligation of Peoria, enforceable against Peoria in accordance with its terms;

(c) Litigation. Peoria is not a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer, arising from or relating to the Parcel No. 142-61-002J or to the past or present operations and activities of Peoria upon or relating to this Property;

5. CITY'S REPRESENTATIONS AND WARRANTIES.

Glendale makes the following representations and warranties which are agreed to constitute a material part of the consideration hereunder, which are true and accurate as of the date of this Agreement, and will be true and accurate upon execution of this Agreement, and which shall survive the exchange of Property interests:

(a) Action. All actions on the part of Glendale which are required for the execution, delivery and performance by Glendale of this Agreement and each of the documents and agreements to be executed and delivered by Glendale have been duly and effectively taken;

(b) Enforceable Nature of Agreement. This Agreement and each of the documents and agreements to be delivered by Glendale constitutes a legal, valid and binding obligation of Glendale, enforceable against Glendale in accordance with its terms;

(c) Litigation. Glendale is not a party to any pending or threatened action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer, arising from or relating to the Glendale Property or to the past or present operations and activities of Glendale upon or relating to the Glendale Property;

(d) Environmental Matters. Glendale has not been advised that either Glendale or the Glendale Property is in material violation of applicable environmental law, regulation, ordinance or order of any government entity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act,

as amended, and any regulations promulgated thereunder, or any other federal, state, or local laws relating to contamination of or adverse effects on the environment. In addition, Glendale has not been advised that the Glendale Property or any underlying groundwater contains any material concentrations of regulated substances, hazardous substances, hazardous materials, toxic substances, or similar substances, residues, and waste. Should any such environmental issues arise (as listed above) after the execution of this Agreement and related documents, Glendale and Peoria shall work together to resolve any such issues.

6. COMMISSIONS.

The parties represent and warrant to each other that there has not been and shall be no broker or representative acting for either party in this transaction that is entitled to a fee or commission in connection with the transactions contemplated by this Agreement. Glendale and Peoria shall each indemnify, defend and hold the other party harmless for, from and against any and all claims arising from any claim by any broker, agent or finder for fee or commissions earned as a result of the transactions contemplated hereunder because of any act of Glendale or Peoria, respectively.

7. INDEMNITY.

Without limiting the specific indemnities provided for in this Agreement, each party to this Agreement agrees to indemnify each other party and hold it harmless for, from, and against, all claims, damages, costs and expenses (including attorneys' fees) attributable, directly or indirectly, to the breach by such indemnifying party of any obligation hereunder, or the inaccuracy of any representation or warranty made by such indemnifying party herein, or in any instrument delivered pursuant thereto, or in connection with the transactions contemplated hereby. In addition, Peoria hereby covenants and agrees to indemnify and hold Glendale harmless for, from and against any and all claims, damages, costs and expenses (including attorneys' fees) relating in any way to the Peoria widening project along 103rd Avenue, even though now unknown and unsuspected; and Glendale hereby covenants and agrees to indemnify and hold Peoria harmless for, from and against any and all claims, damages, costs and expenses (including attorneys' fees) relating in any way to the Glendale Property and accruing prior to the close of escrow, even though now unknown and unsuspected.

8. BINDING EFFECT.

The provisions of this Agreement are binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, executors, administrators, successors and assigns.

9. ATTORNEYS' FEES.

If any action is brought by either party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

10. WAIVERS.

No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

11. GOVERNING LAW.

This Agreement shall be subject to, and construed according to, the laws of the State of Arizona without the application of any principles of conflicts of law that would require or permit the application of the laws of any other jurisdiction.

12. TIME.

Time is of the essence of this Agreement.

13. NOTICES.

Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to Peoria and Glendale at the addresses set forth on the first page of this Agreement or at such other address as a party may designate in writing. The date notice is given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

14. FURTHER DOCUMENTATION.

Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

15. TIME PERIODS.

Except as expressly provided for herein, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix time) on the last day of the applicable time period provided herein. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

16. AMENDMENTS.

Any amendments or modifications to this Agreement must be in writing, executed by both parties, and are subject to City Council approval, as necessary. This Agreement constitutes

the entire agreement of the parties and supersedes any negotiations, discussions, undertakings, correspondence or informal agreements of the parties.

17. INTERPRETATION.

Both parties have been represented by counsel in negotiating and approving this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed in favor of, or against, either party, regardless of which party may have drafted or proposed any of its provisions or terms.

18. ORIGINALS.

This Agreement is executed in triplicate and each executed copy shall be considered an original.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____
Pam Hanna
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

CITY OF PEORIA,
an Arizona municipal corporation

_____
By:
Its:

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Exhibit "A"

The East Forty (40) feet of the that part of the Southwest quarter of Section 32, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the center of said Section 32, Township 3 North, Range 1 East;

Thence South 00 degrees 23 minutes 31 seconds West along the East line of said Southwest quarter, Section 32, Township 3 North, Range 1 East a distance of 310.50 feet;

Thence South 87 degrees 20 minutes 22 seconds West a distance of 539.46 feet to a point on the East line of COUNTY MEADOWS UNIT THREE, as recorded in Book 191 of Maps, page 25, records of Maricopa County, Arizona;

Thence North 00 degrees 19 minutes 32 seconds West along the East line of said COUNTRY MEADOWS UNIT THREE, a distance of 332.45 feet to the Southwest corner of Tract "C", of COUNTRY MEADOWS UNIT TWO, as recorded in Book 185 of Maps, page 39, records of Maricopa County, Arizona;

Thence North 89 degrees 40 minutes 28 seconds East along the South line of said Tract "C". of COUNTRY MEADOWS UNIT TWO, a distance of 542.90 feet to the POINT OF BEGINNING.

Exhibit B

Do Not Record

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of TEN DOLLARS ($10.00) DOLLARS, or other valuable consideration, the City of Glendale, an Arizona Municipal Corporation (Grantor) does hereby grant to the City of Peoria, an Arizona Municipal Corporation (Grantee), a Temporary Construction Easement in connection with the removal of an existing chain link fence and the installation of a decorative wrought iron fence (the Project) along the easterly and northerly boundaries of the Glendale parcels as described in Exhibit "A". Specific improvements within the parcel described include the wrought iron fence and a gate, the location of which will be determined by City design consultants with input from City of Glendale staff. The purpose of this Temporary Construction Easement is to allow Grantee, its agents, contractors and assigns, to use the property, as described herein, for construction of improvements for the Project. This Temporary Construction Easement shall be on, over and across real property situated in Maricopa County, Arizona and more particularly described in Exhibit "A" (Legal Description) attached hereto and incorporated herein by this reference (the Premises).

The term of this easement shall be 365 days, commencing on the award of the construction contract and ending 365 days later or at the completion of the project, whichever occurs first.

Grantor covenants to and with the Grantee and its assigns that it is lawfully seized and possessed of the Premises, and that it has good and lawful right to grant said easement interest.

Grantee shall repair and restore the Premises to as close to like and equivalent condition as possible and shall be responsible for any damages, claims or loss occurring on the property during the term of this easement caused by Grantee's negligent use of the property or by the negligent acts of its employees, agents, contractors or assigns.

Dated this _____ day of _____, 2014.

Grantor: City of Glendale, an Arizona municipal corporation

By: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this date, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same. If this person's name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

_____
Notary Public

My Commission Expires:

Grantee: City of Peoria

By: _____
Its: Engineering Director

Legal Description TCE

The East Thirty (30) feet of the that part of the Southwest quarter of Section 32, Township 3 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the center of said Section 32, Township 3 North, Range 1 East;

Thence South 00 degrees 23 minutes 31 seconds West along the East line of said Southwest quarter, Section 32, Township 3 North, Range 1 East a distance of 310.50 feet;

Thence South 87 degrees 20 minutes 22 seconds West a distance of 539.46 feet to a point on the East line of COUNTY MEADOWS UNIT THREE, as recorded in Book 191 of Maps, page 25, records of Maricopa County, Arizona;

Thence North 00 degrees 19 minutes 32 seconds West along the East line of said COUNTRY MEADOWS UNIT THREE, a distance of 332.45 feet to the Southwest corner of Tract "C", of COUNTRY MEADOWS UNIT TWO, as recorded in Book 185 of Maps, page 39, records of Maricopa County, Arizona;

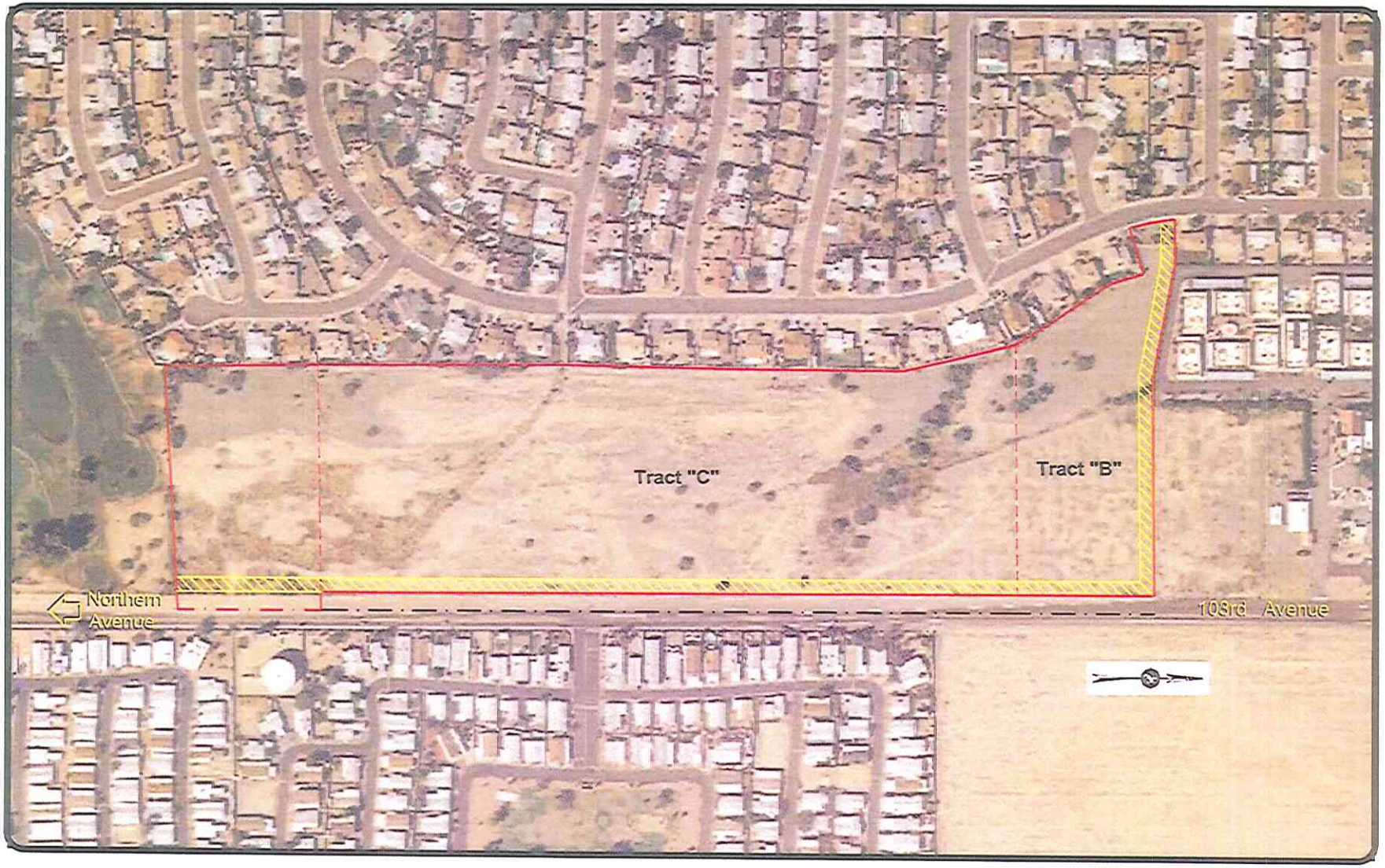
Thence North 89 degrees 40 minutes 28 seconds East along the South line of said Tract "C". of COUNTRY MEADOWS UNIT TWO, a distance of 542.90 feet to the POINT OF BEGINNING;

Except the East Forty (40) feet thereof.

Together with:

The North Thirty feet and the East Thirty (30) feet of the following described parcel; Tract "B", Country Meadows Unit Two, Book 185 of Maps, Page 39, Maricopa County Arizona; and

The East Thirty (30) feet of Tract "C", Country Meadows Unit Two, Book 185 of Maps, Page 39, Maricopa County Arizona.



GRANT TEMPORARY CONSTRUCTION EASEMENT TO CITY OF PEORIA

GLENDALE

CITY COUNCIL REPORT

Meeting Date: **5/27/2014**
Meeting Type: **Voting**
Title: **FISCAL YEAR 2013-2014 BUDGET AMENDMENTS**
Staff Contact: **Tom Duensing, Executive Director, Financial Services**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving FY 2013-14 budget amendments. The City of Glendale's total FY 2013-14 budget appropriation across all funds is unchanged. Exhibit A of the attached ordinance shows revised appropriation authority and cash transfers between departments and funds.

Background

A budget amendment is a transfer of appropriation authority or cash. The budget represents a planning document for spending that is established in advance of the fiscal year. Budget amendments are typically needed to reflect changes to the spending plan during the course of the year.

As actual spending activity occurs, transfers of appropriation authority within and between departments and funds are required to reflect changes to the initial spending plan. Changes to the initial spending plan typically arise from:

- Actual expenses being higher than originally budgeted;
- Unexpected expenses associated with unforeseen circumstances;
- Planned spending patterns do not occur when work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates (usually for capital improvement projects) included in the adopted budget.

On December 10, 2013, Council adopted Resolution No. 4759 New Series supporting the Cash and Budget Appropriation Transfer Policy which requires cash and appropriation transfers between departments or between funds be approved by Council. This policy is compliant with Article VI, Section 11 of the City Charter.

Transfer of Appropriations
Part I, Article VI, Section 11 of the City Code states the following:

> The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office,

department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

CIP Carryover Appropriation Adjustments
During each CIP budget process, departments are able, subject to Council approval, to carryover prior year unspent appropriations into the current year. In order to adopt the budget in a timely manner, this carryover funding must be estimated prior to the fiscal year end. As a result, carryover reductions are necessary when the budgeted carryover exceeds the previous year's remaining balance after the year is closed for each project to stay within budget. Additionally, carryover increases are allowed if sufficient appropriation is available to cover the increases.

Analysis

This request is to: a) transfer cash between funds, b) transfer budget appropriations, and c) adjust CIP carryover appropriations for FY 2013-14. All the transfers are within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy.

Requested Budget Amendments – Exhibit A
The budget amendments reported in Exhibit A in the attached ordinance are associated with the: a) transfer of cash between funds, b) transfer of budget appropriations, and c) adjustments to CIP carryover adjustment appropriations.

The types of transfers are grouped as follows:

- **Lines 1-18** consist of cash transfers between multiple funds to the Technology Replacement Fund to support the multi-year PeopleSoft HRMS upgrade project. A cash transfer correcting a FY 2011-12 revenue reclassification was not posted during that fiscal year. General Fund revenue was inappropriately recorded in the Transportation Fund. As the fiscal year is currently closed, this can only be corrected utilizing a cash transfer. Finally, a cash transfer is proposed from unneeded bond proceeds to the Debt Service Fund.

- **Lines 19-22** consist of reductions in unneeded Transportation CIP appropriations.

- **Lines 23-24** consist of increases in Transportation Grants CIP appropriations in order to fund grant-supported project expenditures.

- **Lines 25-30** consist of CIP appropriation transfers for the PeopleSoft HRMS upgrade project. The associated cash transfer is contained in Lines 1-18 of Appendix A. Also included is a CIP appropriation transfer to fund: a) HURF supported pavement

management to the HURF capital projects fund, and b) completion of Aquatic Center Improvements from appropriated CIP contingency.

- **Lines 31-36** consist of operating appropriation transfers for: a) Fire Event Staffing at Camelback Ranch and the Stadium, and b) rebate payments related to approved development agreements.

This is the first request of FY 2013-14 Council approved transfers which can only be approved in the fourth quarter of a fiscal year. Staff anticipates additional transfers for FY 2013-14 prior to the issuance of the annual financial statement audit.

Previous Related Council Action

On December 10, 2013, Council approved Resolution 4759 New Series supporting the Financial Policy on Appropriation and Cash Transfers.

Budget and Financial Impacts

The City of Glendale's total FY 2013-14 budget appropriation across all funds remains unchanged. The FY 2013-14 budget amendments shown in Exhibit A of the attached ordinance are associated with the movement of appropriation authority between departments and funds.

Attachment

Ordinance

ORDINANCE NO. 2895 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2013-14 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

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

SECTION 1. That the following transfers of appropriation authorization in the adopted Fiscal Year 2013-14 budget are hereby authorized:

[See Exhibit A attached hereto and
incorporated herein by reference.]

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

b_amdmt 13_14

FY 2013-14 Budget Amendment Ordinance - Exhibit A - 2nd Pass

		Transfer From…							Transfer To…				
Line	Reason for Transfer	Fund	Rollup	Div	Division Description	Acct	A=Approp C=Cash	Amount	Fund	Rollup	Div	Division Description	Acct
1	To adjust a FY 2012 posting	1660	100	01660	Transportation Sales Tax	701000	C	14,754	1000	100	01000	General Fund	601660
2	Use remaining proceeds for DS	2160	100	02160	Library Bonds	701900	C	156	1900	100	01900	G.O. Bond Debt	602160
3	Move HRMS project to IT Resv	1000	100	01000	General Fund	701140	C	544,600	1140	100	01140	PC Replacement Revenues	601000
4	Move HRMS project to IT Resv	1040	100	01040	Equip Mgmt Charges	701140	C	16,703	1140	100	01140	PC Replacement Revenues	601040
5	Move HRMS project to IT Resv	1100	100	01100	Telephone	701140	C	539	1140	100	01140	PC Replacement Revenues	601100
6	Move HRMS project to IT Resv	1220	100	01220	Arts Commission	701140	C	539	1140	100	01140	PC Replacement Revenues	601220
7	Move HRMS project to IT Resv	1281	100	01281	Stadium Event Operations	701140	C	1,077	1140	100	01140	PC Replacement Revenues	601281
8	Move HRMS project to IT Resv	1282	100	01282	Arena Event Operations	701140	C	1,077	1140	100	01140	PC Replacement Revenues	601282
9	Move HRMS project to IT Resv	1340	100	01340	Street Fund Revenue	701140	C	21,014	1140	100	01140	PC Replacement Revenues	601340
10	Move HRMS project to IT Resv	1660	100	01660	Transportation Sales Tax	701140	C	26,536	1140	100	01140	PC Replacement Revenues	601660
11	Move HRMS project to IT Resv	1740	100	01740	Civic Center Revenue	701140	C	2,155	1140	100	01140	PC Replacement Revenues	601740
12	Move HRMS project to IT Resv	1750	100	01750	Bed tax fund	701140	C	1,347	1140	100	01140	PC Replacement Revenues	601750
13	Move HRMS project to IT Resv	1760	100	01760	Airport Revenue	701140	C	3,233	1140	100	01140	PC Replacement Revenues	601760
14	Move HRMS project to IT Resv	1880	100	01880	Rec. Self-Sustaining	701140	C	2,694	1140	100	01140	PC Replacement Revenues	601880
15	Move HRMS project to IT Resv	2360	100	02360	Water/Sewer Revenue	701140	C	125,677	1140	100	01140	PC Replacement Revenues	602360
16	Move HRMS project to IT Resv	2440	100	02440	Landfill Revenue	701140	C	21,014	1140	100	01140	PC Replacement Revenues	602440
17	Move HRMS project to IT Resv	2480	100	02480	Sanitation Revenue	701140	C	39,872	1140	100	01140	PC Replacement Revenues	602480
18	Move HRMS project to IT Resv	2530	100	02530	Training Facility Revenue	701140	C	4,849	1140	100	01140	PC Replacement Revenues	602530
							Sub-Total Cash Transfers:	827,836					
							Sub-Total Appropriation Transfers:	0					
19	CIP Carryover Adj. (Reduction)	2210	800	65014	Transit Support Capital	521000	A	1,528	2210	805	91017	Fund 2210 CIP Reserve	510200
20	CIP Carryover Adj. (Reduction)	2210	800	65014	Transit Support Capital	550200	A	342	2210	805	91017	Fund 2210 CIP Reserve	510200
21	CIP Carryover Adj. (Reduction)	2210	800	65014	Transit Support Capital	551000	A	6,396	2210	805	91017	Fund 2210 CIP Reserve	510200
22	CIP Carryover Adj. (Reduction)	2210	800	65014	Transit Support Capital	552600	A	103	2210	805	91017	Fund 2210 CIP Reserve	510200
							Sub-Total Cash Transfers:	0					
							Sub-Total Appropriation Transfers:	8,369					
23	CIP Carryover Adj. (increases)	1650	805	91020	Fund 1650 CIP Reserve	510200	A	1,536	1650	800	67529	FTA Grant X096	524400
24	CIP Carryover Adj. (increases)	1650	805	91020	Fund 1650 CIP Reserve	510200	A	6,834	1650	800	67529	FTA Grant X096	551400
							Sub-Total Cash Transfers:	0					
							Sub-Total Appropriation Transfers:	8,370					
25	Capital project transfer	1650	805	91020	Fund 1650 CIP Reserve	510200	A	313,465	1140	800	TBD	PeopleSoft HRMS Updates	551000
26	Capital project transfer	1000	800	81064	PeopleSoft HRMS Updates	551000	A	500,000	1140	800	TBD	PeopleSoft HRMS Updates	551000
27	Capital project transfer	1340	620	16720	Street Maintenance	518200	A	2,675,000	2000	800	68902	Pavement Management-HURF	550800
28	Capital project transfer	2060	250	12010	Fund 2060 CIP Contingency	510200	A	20,000	2060	800	70545	Aquatic Center Improvements	552400
29	Capital project transfer	2060	250	12010	Fund 2060 CIP Contingency	510200	A	1,361	2060	800	70545	Aquatic Center Improvements	552000
30	Capital project transfer	2060	250	12010	Fund 2060 CIP Contingency	510200	A	1,800	2060	800	70545	Aquatic Center Improvements	552600
							Sub-Total Cash Transfers:	0					
							Sub-Total Appropriation Transfers:	3,511,626					
31	Fire Fiesta Bowl savings to CBR	1281	331	12515	Fire-Fiesta Bowl Event	505200	A	4,000	1283	331	12485	CBRanch - Fire Event Staffing	505200
32	Fire Fiesta Bowl savings to CBR	1281	331	12515	Fire-Fiesta Bowl Event	500600	A	15,000	1283	331	12485	CBRanch - Fire Event Staffing	500600
33	Fire Fiesta Bowl savings to Stadium	1281	331	12515	Fire-Fiesta Bowl Event	524400	A	40,000	1281	331	12520	Stadium -Fiire Event Staffing	500600
34	Fire Fiesta Bowl savings to Stadium	1281	331	12515	Fire-Fiesta Bowl Event	505200	A	1,000	1281	331	12520	Stadium -Fiire Event Staffing	505200
35	Fire Fiesta Bowl savings to Stadium	1281	331	12515	Fire-Fiesta Bowl Event	500600	A	2,000	1281	331	12520	Stadium -Fiire Event Staffing	505200
36	Rebates/Incentives appop needs	1000	244	11801	Fund 1000 Non-Dept	510200	A	150,000	1000	545	16210	Rebates & Incentives	534700
							Sub-Total Cash Transfers:	0					
							Sub-Total Appropriation Transfers:	212,000					
							Total Cash Transfers:	**827,836**					
							Total Appropriation Transfers:	**3,740,365**					

CITY COUNCIL REPORT

Meeting Date: **5/27/2014**
Meeting Type: **Voting**
Title: **FISCAL YEAR 2014-15 TENTATIVE BUDGET ADOPTION**
Staff Contact: **Tom Duensing, Executive Director, Financial Services**

Purpose and Policy Guidance

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Adoption of the Fiscal Year 2014-2015 (FY14-15) Tentative Budget, including the proposed Capital Improvement Program (CIP). This is also a request for City Council to give notice of the date for public hearings on the following items:

- The FY 2014-15 final budget;
- The FY 2014-15 property tax levy and the Truth in Taxation notice and the date for the adoption of the FY 2014-15 property tax levy

Once the Tentative Budget is approved by Council, it will be published in a newspaper of general circulation for two weeks along with a notice of public hearings on the final budget and the property tax levy on June 10, 2014 and adoption of the property tax levy at the June 24, 2014 meeting.

Background

The FY14-15 budget process included a five-year financial forecast of the operating funds, a review of the proposed ten-year Capital Improvement Plan, and a review of the detailed budget request for each of the departments which included both the operating funds and the capital outlay. To address the identified structural deficit in the General Fund, several Budget Workshops have focused on specific budget balancing strategies for FY14-15 and future fiscal years. To date, a total of seven public meetings were held relative to the FY14-15 budget process.

- Workshop – December 17 (General Fund Five-Year Financial Forecast)
- Budget Workshop – January 21 (General Fund Budget Balancing Strategies)
- Budget Workshop – February 4 (General Fund Budget Balancing Strategies)
- Budget Workshop – February 18 (Ten-Year CIP, Other Fund Forecasts)
- Budget Workshop – March 18 (General Fund Budget Balancing Strategies)
- Budget Workshop – April 8 (Departmental Operating and Capital Outlay Review)
- Budget Workshop – May 6 (Review of General Fund Revenues, CIP carryover, Transfers and Public Safety Grants)

State law requires that on or before the third Monday in July of each fiscal year, the city council must adopt a tentative budget. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption, however, they may be decreased. This adoption sets the maximum "limits" for expenditure. The tentative budget must be fully itemized in conformance with the Auditor General State Budget Forms and entered upon the council meeting minutes. For cities with a property tax, the final budget must be adopted by the third Monday in August. State law requires at least seven days between adoption of the final budget and adoption of the tax levy.

In addition, special legislation further requires cities to publish a notice of *Truth in Taxation* if the proposed primary tax levy, excluding amounts attributable to new construction, is greater than the amount levied by the city in previous year.

Analysis

The FY14-15 Tentative Budget request totals $ 642 million. This represents an 11% increase over the prior year budget. The increase can mainly be attributable to growth in capital program spending in the Enterprise and Capital Project Funds.

The proposed budget incorporates the City Council's Strategic Goals and Priorities as set forward in the March 13 Special Workshop. Specifically:

- Super Bowl/public safety
- Fiscal sustainability
- Transparency
- Centerline
- Major Events
- Service level options
- Economic Development
- Innovative benchmarked ideas

Overall, the proposed budget contains no reductions in service levels and absorbed increases in personnel costs despite significant General Fund budget reductions. As the General Fund is the largest operating fund in the City, this was the primary focus for much of the discussions over the past several months. As a result of budget balancing efforts, the estimated expenditures in excess of anticipated revenues was reduced to $2.1 million from $17.6 million, a reduction of $15.5 million.

The total FY14-15 Tentative Budget is $642 million, as follows:

By Category	Total Expenditure Request (in millions)
Operating Expenditures	$ 368.5
Debt Service	92.3
Capital Outlay	144.5
Contingency	36.7
Total	$ 642.0

By Fund	Total Expenditure Request (in millions)
General Fund	$ 210.1
Special Revenue Funds	72.5
Debt Service Funds	66.8
Capital Projects Funds	87.2
Permanent Funds	5.7
Enterprise Funds	170.8
Internal Service Funds	28.9
Total	$ 642.0

Operations

The total FY14-15 Operating budget request is $368.5 million, which represents a 6% increase over the FY13-14 operating budget of $346.3 million. A large portion of this increase is due to the additional grant appropriation. The grants budget appropriation was increased to accommodate any potential grants the city may be eligible for and receive, that were not anticipated at the time of budget development. Overall the operation budget also includes:

- No reductions in service levels
- No reductions in General Fund expenditures relative to the 2017 sales tax sunset
- Absorbed increases in MOU costs
- Absorbed 2.5% increases in non-represented employee pay
- Absorbed increases in retirement costs
- Absorbed increases in salary costs due to range compression

Revenues

Total Revenues for FY14-15 are projected at $510.8 million. General Fund represents the largest revenue source at $174.4 million. These revenues are primarily used for general government operations. Key general fund revenues are sales taxes ($84.5 million), property taxes ($5.3 million) and State Shared Revenues ($55.9 million). Enterprise Funds represent the next largest source of revenue to the city at $125.7 million. These revenues are mainly from user fees and charges for services such as water and sewer services or landfill charges.

FUND	*Revenue* (in millions)
General Fund	$ 174.4
-Sub-funds	34.7
Special Revenue	107.0
Debt Service	19.7
Capital Projects	21.7
Permanent Fund	-
Enterprise Funds	125.7
Internal Service	27.6
Totals	$ 510.8

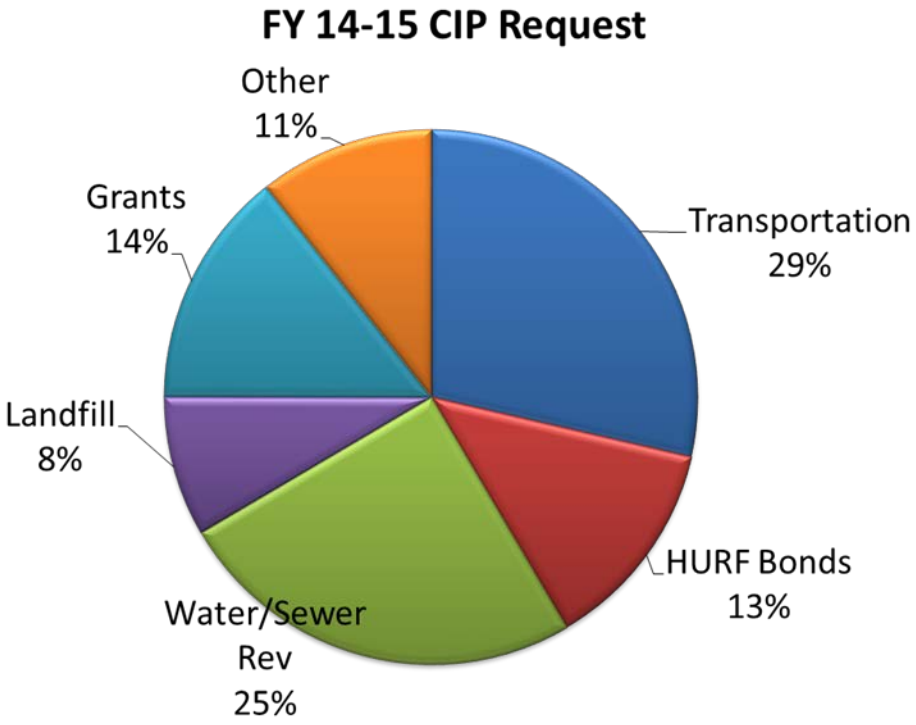
Capital Improvement Projects

Each year, a CIP is developed which is the roadmap for creating, maintaining, and paying for Glendale's present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each capital improvement. The plan is designed to ensure that capital improvements will be made when and where they are needed, and that the city will have the funds to pay for and maintain them.

Capital improvements make up the bricks and mortar, or infrastructure that all cities must have in place to provide essential and quality of life services to current and future residents, businesses and visitors. They also are designed to prevent the deterioration of the city's existing infrastructure, and respond to and anticipate the future growth of the city.

The FY14-15 to FY23-24, Ten-Year Capital Improvement Plan, as presented to the council at the February 18, 2014 Workshop, totaled $809 million and includes 176 new projects. The largest project is the planned Westgate Parking Garage at $45 million. The capital plan for Enterprise projects and infrastructure totals $276 million and another $101 million is dedicated to Transportation and Streets. At that Workshop, the total FY14-15 CIP plan included projects totaling $60.5 million.

The first year of plan, the FY14-15 Capital Improvement Plan now totals $144.5 million. Of this amount, $84.6 million is requested carryover appropriation for prior year projects that are not yet complete and $59.8 million represents new funding for CIP projects. Transportation projects represent the largest portion of the FY14-15 CIP budget request and total $41.3 or 29% of the total request followed by Water/Sewer budget requests totaling $36.2 million or 25% of the total request.



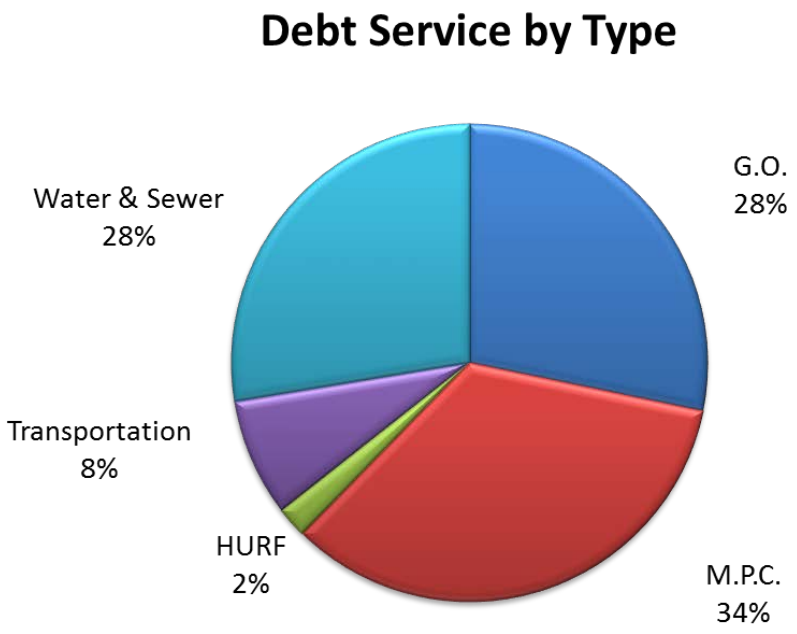
Highlights of the FY14-15 CIP include the following.

Projects	Funding Source	FY14-15 Request (millions)
Pavement Management	HURF	$ 14.0
Pavement Management	Transportation	$ 5.6
Arrowhead Facility Improvements	Water/Sewer	$ 6.7
Water Supply Improvements	Water	$ 10.8
Northern Avenue Super Street	Transportation	$ 10.6
Multi-Use Pathway	Transportation	$ 3.3
Add'l Water Supply Acquisition	Water	$ 4.2

Sewer Improvements/Replacements	Sewer	$ 8.2
Landfill Compactor Replacement	Landfill	$ 1.0
Landfill Soil Excavation	Landfill	$ 6.5
Sanitation Vehicles	Sanitation	$ 4.0
Airport Improvements	Airport Capital Grants	$12.9

Debt Service

Budgeted Debt Service for FY14-15 totals $92.3 million. The largest type of debt service is Municipal Property Corporation (MPC) Bonds totaling $31.5 million or 34% of total debt service, with General Obligation (GO) debt service totaling $26.1 million or 28% of total debt service. MPC debt is serviced directly from General Fund revenues. GO debt is serviced through the secondary property tax levies.



Inter-Fund Transfers

Appropriated inter-fund transfer requests are a necessary mechanism for one fund to appropriately support the operations of other funds. For example, a budgeted transfer from the Transportation Sales Tax Operating Fund to the Transportation Capital Projects Fund is necessary to fund related capital outlay. Appropriated transfers from the General Fund to the General Fund sub-funds are necessary to support activities within the sub-funds such as Arena and Stadium events. Inter-Fund Transfers for the FY14-15 budget total $129.3 million.

Contingency
Contingency is included in the requested budget for unforeseen or unplanned expenditures. The FY14-15 request includes $36.7 million in contingency appropriation with the largest appropriation request residing in the Capital Projects Funds and totaling $18.4 million. For this fund type, contingency appropriation allows the City to program available project funds for any unforeseen expenditures that may arise. The General Fund contingency request totals $5 million which represents 3.1% of total General Fund revenues. It is important to note that the use of contingency appropriation requires city council approval.

Previous Related Council Action

A May 6, 2014 City Council Budget Workshop was held to discuss the FY14-15 projected revenues, including property taxes, capital improvement program carry-forward funding, inter-fund transfers, and Public Safety grant appropriation.

An April 8, 2014 City Council Budget Workshop was held to discuss the FY14-15 expenditure budget requests for all funds and budgeted transfer requests were reviewed for various funds.

A March 18, 2014 City Council Budget Workshop was held to discuss the General Fund and finalize FY14-15, and beyond budget balancing efforts.

A February 18, 2014 City Council Budget Workshop was held to discuss the ten-year Capital Improvement Project (CIP) and present five-year forecasts for the other non-General Fund operating funds.

A February 4, 2014 City Council Budget Workshop was held to discuss the General Fund and introduce specific budget balancing efforts.

A January 21, 2014 City Council Budget Workshop was held to review the General Fund structural deficit and receive guidance for short-term and long-term options and potential solutions to reduce and eliminate the projected General Fund structural deficit.

A December 17, 2013 City Council Workshop was held to present the General Fund Five-Year Financial Forecast.

Community Benefit/Public Involvement

Glendale's budget is an important financial, planning and public communication tool. It gives residents and businesses a clear and concise view of the city's direction for public services, operations and capital facilities and equipment. It also provides the community with a better

understanding of the city's ongoing needs for stable revenue sources to fund public services, ongoing operations and capital facilities and equipment.

A total of seven public meetings have been held to discuss a) the financial situation and specific plan for the General Fund for FY14-15 and beyond; b) the ten-year CIP; c) operating fund forecasts and department expenditures and d) FY 14-15 revenue projections.

Attachments

Resolution

Schedules

RESOLUTION NO. 4803 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2014-2015; SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS AND FOR FIXING TAX LEVIES.

WHEREAS, pursuant to the provisions of the laws of the United States, the State of Arizona, and the Charter and ordinances of the City of Glendale, the Council must adopt a tentative budget for the fiscal year beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate, exceed that amount for primary property taxes as computed in A.R.S. § 42-17051(A); and

WHEREAS, the proposed expenditures of the Housing Fund are necessary in the efficient and economical operation of the housing for the purpose of serving low-income families; and

WHEREAS, the financial plan of the Housing Fund is reasonable in that: (a) it includes a source of funding adequate to cover all proposed expenditures; (b) it does not provide for use of federal funding in excess of that payable under the Performance Funding System regulations; (c) that all proposed rental charges and expenditures will be consistent with provisions of law and the Annual Contributions Contract; and (d) that no public Housing Authority employee, reflected in the budget, is serving in a variety of positions which will exceed 100% allocation of his/her time.

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

SECTION 1. That the schedules herein contained are hereby adopted for the purpose as hereinafter set forth as the tentative budget for the City of Glendale for the fiscal year 2014-2015.

SECTION 2. That the Council will conduct a hearing on the property tax levy on June 10, 2014 and levy the tax at a regularly scheduled meeting on June 24, 2014.

SECTION 3. That the Council will conduct a hearing for the purpose of finally hearing taxpayers on the budget on June 10, 2014 and then enter a special meeting on that same date to finally determine and adopt a final budget for fiscal year 2014-2015.

SECTION 4. That in accordance with state law and City Charter, the City Council may transfer unencumbered appropriation balances or portions thereof within an individual city office, department, or agency at any time; and the City Council may transfer unencumbered appropriation balances or portions thereof between one office, department or agency and another during the last three months of the fiscal year. The City Manager may use his discretion in utilizing an appropriation that is authorized for a single department so long as the utilization is consistent with the purpose of the appropriation as set forth in the budget.

SECTION 5. That upon the recommendation by the City Manager and with the approval of the City Council, expenditures may be made from the appropriation for contingencies.

SECTION 6. That money from any fund may be used for any and all of these appropriations, except monies specifically restricted by federal and state law, City Charter and ordinances.

SECTION 7. That all sums contained in said estimate expenditures shall be considered as specific appropriation and authority for the expenditures thereof, as provided for and in said budget, the laws of the United States Government, the State of Arizona, the Charter and ordinances of the City of Glendale.

SECTION 8. That pursuant to Glendale City Charter, Article VI, *et seq*., and A.R.S. § 42-17101 *et seq*., the City Council hereby directs that said tentative budget along with a notice of the dates the Council will meet for the purpose of hearing taxpayers as to the final budget and tax levies, as well as the date set for the levy on the property tax, all be published in the official newspaper of the city once a week for at least two (2) consecutive weeks following the adoption of this tentative budget.

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

b_tentative fy15

SCHEDULE ONE
FY 2015 Fund Balance Analysis

General Funds	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Bal.
1000 General	$17,914,854	$174,427,180	$24,442,419	($38,367,189)	($157,103,366)	($515,219)	$0	($5,000,000)	($162,618,585)	$15,798,679
1010 National Events	$300,000	$0	$1,790,271	$0	($1,760,271)	$0	$0	($330,000)	($2,090,271)	$0
1040 General Services	$23,488	$9,200,000	$0	$0	($9,175,021)	$0	$0	$0	($9,175,021)	$48,467
1100 Telephone Services	$501,154	$677,870	$0	$0	($1,178,404)	$0	$0	$0	($1,178,404)	$620
1120 Vehicle Replacement	$5,738,451	$289,441	$0	$0	($2,452,791)	$0	$0	$0	($2,452,791)	$3,575,101
1140 PC Replacement	$3,775,884	$564,645	$0	$0	($3,419,294)	($754,929)	$0	$0	($4,174,223)	$166,306
1190 Employee Groups	$48,989	$0	$0	$0	($20,000)	$0	$0	$0	($20,000)	$28,989
1200 Utility Bill Donation	$64,793	$150,900	$0	$0	($200,000)	$0	$0	$0	($200,000)	$15,693
1210 Community Services Group Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1220 Arts Commission Fund	$984,678	$281,112	$0	$0	($173,162)	($300,000)	$0	$0	($473,162)	$792,628
1240 Court Security/Bonds	$121,261	$420,050	$0	$0	($531,036)	$0	$0	$0	($531,036)	$10,275
1260 Library	$26,342	$111,000	$0	$0	($120,000)	$0	$0	$0	($120,000)	$17,342
1280 Youth Sports Complex	$0	$75,000	$208,000	$0	($283,000)	$0	$0	$0	($283,000)	$0
1281 Stadium Event Operations	$0	$733,203	$2,309,724	$0	($3,042,927)	$0	$0	$0	($3,042,927)	$0
1282 Arena Event Operations	$0	$283,470	$16,825,463	$0	($17,108,933)	$0	$0	$0	($17,108,933)	$0
1283 CamelbackRanch EventOperations	$118,134	$155,000	$784,663	$0	($71,932)	($985,865)	$0	$0	($1,057,797)	$0
1740 Civic Center	$0	$416,070	$158,498	$0	($539,568)	($35,000)	$0	$0	($574,568)	$0
1750 City Sales Tax-Bed Tax	$0	$674,459	$0	$0	($655,695)	$0	$0	$0	($655,695)	$18,764
1770 Zanjero Special Revenue	$0	$2,207,097	$0	($2,207,097)	$0	$0	$0	$0	$0	$0
1780 Arena Special Revenue	$0	$14,508,938	$0	($14,508,938)	$0	$0	$0	$0	$0	$0
1790 Stadium City Sales Tax - AZSTA	$0	$2,015,821	$0	$0	($2,015,821)	$0	$0	$0	($2,015,821)	$0
1870 Marketing Self Sust	$1,003,410	$380,000	$283,645	$0	($708,592)	$0	$0	$0	($708,592)	$958,463
2530 Training Facility Revenue Fund	$42,035	$1,487,700	$0	$0	($1,527,607)	$0	$0	$0	($1,527,607)	$2,128
2538 Glendale Health Center	$88,052	$61,250	$0	$0	($48,590)	$0	$0	$0	($48,590)	$100,712
Sub-Total General Funds	**$30,751,525**	**$209,120,206**	**$46,802,683**	**($55,083,224)**	**($202,136,010)**	**($2,591,013)**	**$0**	**($5,330,000)**	**($210,057,023)**	**$21,534,167**
Special Revenue Funds										
1300 Home Grant	$0	$1,625,895	$0	$0	($1,625,895)	$0	$0	$0	($1,625,895)	$0
1310 Neighborhood Stabilization Pgm	$0	$1,320,000	$0	$0	($1,320,000)	$0	$0	$0	($1,320,000)	$0
1311 N'hood Stabilization Pgm III	$0	$600,000	$0	$0	($600,000)	$0	$0	$0	($600,000)	$0
1320 C.D.B.G.	$0	$4,553,300	$0	$0	($4,549,500)	$0	$0	$0	($4,549,500)	$3,800
1340 Highway User Gas Tax	$18,400,642	$12,903,286	$0	($19,310,594)	($8,471,957)	$0	$0	($600,000)	($9,071,957)	$2,921,377
1640 Local Transp. Assistance	$0	$666,707	$0	($666,707)	$0	$0	$0	$0	$0	$0
1650 Transportation Grants	$0	$6,822,438	$0	$0	($1,035,541)	($5,786,897)	$0	$0	($6,822,438)	$0
1660 Transportation Sales Tax	$29,789,725	$23,641,743	$1,566,707	($29,652,088)	($12,485,025)	$0	$0	($1,200,000)	($13,685,025)	$11,661,062
1700 Police Special Revenue	$8,321,558	$14,565,300	$0	($16,550,770)	$0	$0	$0	$0	$0	$6,336,088
1720 Fire Special Revenue	$1,676,735	$7,334,300	$0	($7,891,649)	$0	$0	$0	$0	$0	$1,119,386
1760 Airport Special Revenue	$0	$478,925	$244,981	$0	($723,906)	$0	$0	$0	($723,906)	$0
1820 CAP Grant	$0	$1,284,635	$15,049	$0	($1,299,684)	$0	$0	$0	($1,299,684)	$0
1830 Emergency Shelter Grants	$0	$208,992	$0	$0	($208,992)	$0	$0	$0	($208,992)	$0
1840 Grants	$0	$15,992,136	$0	$0	($13,992,136)	($2,000,000)	$0	$0	($15,992,136)	$0
1842 ARRA Stimulus Grants	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1860 RICO Funds	$1,436,775	$1,015,000	$0	$0	($2,445,733)	$0	$0	$0	($2,445,733)	$6,042
1880 Parks & Recreation Self Sust	$52,843	$1,082,861	$0	$0	($1,135,704)	$0	$0	$0	($1,135,704)	$0
1885 Parks & Recreation Designated	$139,487	$9,300	$0	$0	($115,368)	$0	$0	$0	($115,368)	$33,419
2120 Airport Capital Grants	$0	$12,919,409	$0	$0	$0	($12,919,409)	$0	$0	($12,919,409)	$0
Sub-Total Special Revenue Funds	**$59,817,765**	**$107,024,227**	**$1,826,737**	**($74,071,808)**	**($50,009,441)**	**($20,706,306)**	**$0**	**($1,800,000)**	**($72,515,747)**	**$22,081,174**

Debt Service Funds	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Bal.
1900 G.O. Bond Debt Service	$10,003,485	$19,698,687	$209,713	$0	$0	$0	($26,072,628)	$0	($26,072,628)	$3,839,257
1920 HURF Debt Service	$24,956	$0	$1,958,000	$0	$0	$0	($1,958,000)	$0	($1,958,000)	$24,956
1930 PFC Debt Service	$58,143	$0	$0	$0	$0	$0	$0	$0	$0	$58,143
1940 M.P.C. Debt Service	$952,169	$0	$31,288,661	$0	$0	$0	($31,478,662)	$0	($31,478,662)	$762,168
1970 Transportation Debt Service	$3,178	$0	$7,331,080	$0	$0	$0	($7,331,081)	$0	($7,331,081)	$3,177
Sub-Total Debt Service Funds	**$11,041,931**	**$19,698,687**	**$40,787,454**	**$0**	**$0**	**$0**	**($66,840,371)**	**$0**	**($66,840,371)**	**$4,687,701**
Capital Projects Funds										
1380 DIF Library Blds	$1,748,797	$6,333	$0	$0	$0	$0	$0	($1,755,130)	($1,755,130)	$0
1421+ DIF-Fire Protection Facilities	$484,722	$254,770	$0	$0	$0	($2,101)	$0	($737,391)	($739,492)	$0
1441+ DIF-Police Facilities	$1,538,609	$182,229	$0	$0	$0	($1,004)	$0	($1,719,834)	($1,720,838)	$0
1461+ DIF-Citywide Parks	$340,475	$40,318	$0	$0	$0	($234)	$0	($380,559)	($380,793)	$0
1481+ DIF-Citywide Recreation Fac	$887,496	$43,336	$0	($209,713)	$0	($234)	$0	($720,885)	($721,119)	$0
1501+ DIF-Libraries	$3,158,210	$86,861	$0	$0	$0	($373,817)	$0	($2,871,254)	($3,245,071)	$0
1520 DIF-Citywide Open Spaces	$501,759	$1,099	$0	$0	$0	($351,822)	$0	($151,036)	($502,858)	$0
1541+ DIF-Parks Dev Zone 1	$182,865	$11,369	$0	$0	$0	($121,056)	$0	($73,178)	($194,234)	$0
1561+ DIF-Parks Dev Zone 2	$179,378	$4,426	$0	$0	$0	($132,863)	$0	($50,941)	($183,804)	$0
1581+ DIF-Parks Dev Zone 3	$86,269	$23,940	$0	$0	$0	($42,929)	$0	($67,280)	($110,209)	$0
1601+ DIF-Roadway Improvements	$3,088,498	$1,045,735	$0	$0	$0	($701,240)	$0	($3,432,993)	($4,134,233)	$0
1620 DIF-General Government	$161,276	$667	$0	$0	$0	($306)	$0	($161,637)	($161,943)	$0
1980 Streets Constr. - 1999 Auth	$2,726,149	$0	$0	$0	$0	($2,221,567)	$0	($504,582)	($2,726,149)	$0
2000 Hurf Street Bonds	$301,000	$21,406	$18,352,594	$0	$0	($18,675,000)	$0	$0	($18,675,000)	$0
2040 Public Safety Construction	$2,097,191	$698	$0	$0	($855)	($535,583)	$0	($1,561,451)	($2,097,889)	$0
2060 Parks Construction	$271,743	$8	$0	$0	($83)	($252,921)	$0	($18,747)	($271,751)	$0
2080 Gov't Facilities - 1999 Auth	$69,039	$0	$0	$0	$0	($64,175)	$0	($4,864)	($69,039)	$0
2100 Economic Dev. Constr-1999 Auth	$1,122,229	$434	$0	$0	($465)	($726,528)	$0	($395,670)	($1,122,663)	$0
2130 Cultural Facility Bond Fund	$262,088	$0	$0	$0	$0	$0	$0	($262,088)	($262,088)	$0
2140 Open Space/Trails Constr-99 Au	$587,700	$0	$0	$0	$0	$0	$0	($587,700)	($587,700)	$0
2180 Flood Control Construction	$6,214,376	$1,556	$0	$0	($2,415)	($3,259,444)	$0	($2,954,073)	($6,215,932)	$0
2210 Transportation Capital Project	$0	$20,000,000	$21,321,008	$0	$0	($41,321,008)	$0	$0	($41,321,008)	$0
Sub-Total Capital Projects Funds	**$26,009,869**	**$21,725,185**	**$39,673,602**	**($209,713)**	**($3,818)**	**($68,783,832)**	**$0**	**($18,411,293)**	**($87,198,943)**	**$0**
Permanent Funds										
2280 Cemetery Perpetual Care	$5,635,870	$20,000	$0	$0	$0	$0	$0	($5,655,870)	($5,655,870)	$0
Sub-Total Permanent Funds	**$5,635,870**	**$20,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**($5,655,870)**	**($5,655,870)**	**$0**
Enterprise Funds										
2360+ Water and Sewer	$75,472,923	$84,155,831	$0	$0	($49,482,532)	($36,150,259)	($25,478,365)	($4,200,000)	($115,311,156)	$44,317,598
2440 Landfill	$11,453,363	$11,014,643	$0	$0	($8,763,281)	($12,254,529)	$0	($600,000)	($21,617,810)	$850,196
2480 Sanitation	$3,567,656	$14,994,588	$0	$0	($13,332,998)	($3,985,528)	$0	($700,000)	($18,018,526)	$543,718
2500 Pub Housing Budget Activities	$1,922,153	$15,522,294	$274,269	$0	($15,884,596)	$0	$0	$0	($15,884,596)	$1,834,120
Sub-Total Enterprise Funds	**$92,416,095**	**$125,687,356**	**$274,269**	**$0**	**($87,463,407)**	**($52,390,316)**	**($25,478,365)**	**($5,500,000)**	**($170,832,088)**	**$47,545,632**
Internal Service Funds										
2540 Risk Management Self Insurance	$2,404,547	$2,532,950	$0	$0	($4,000,000)	$0	$0	$0	($4,000,000)	$937,497
2560 Workers Comp. Self Insurance	$6,584,851	$1,929,951	$0	$0	($1,608,000)	$0	$0	$0	($1,608,000)	$6,906,802
2580 Benefits Trust Fund	$748,171	$23,091,836	$0	$0	($23,291,958)	$0	$0	$0	($23,291,958)	$548,049
Sub-Total Internal Service Funds	**$9,737,569**	**$27,554,737**	**$0**	**$0**	**($28,899,958)**	**$0**	**$0**	**$0**	**($28,899,958)**	**$8,392,348**
TOTAL	**$235,410,624**	**$510,830,398**	**$129,364,745**	**($129,364,745)**	**($368,512,634)**	**($144,471,467)**	**($92,318,736)**	**($36,697,163)**	**($642,000,000)**	**$104,241,022**

City of Glendale
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2015

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2014	ACTUAL EXPENDITURES/ EXPENSES** 2014	FUND BALANCE/ NET POSITION*** July 1, 2014**	PROPERTY TAX REVENUES 2015	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2015	OTHER FINANCING 2015		INTERFUND TRANSFERS 2015		TOTAL FINANCIAL RESOURCES AVAILABLE 2015	BUDGETED EXPENDITURES/ EXPENSES 2015
						SOURCES	<USES>	IN	<OUT>		
1. General Funds	$ 174,184,356	$ 171,956,300	$ 30,751,525	Primary: $ 5,364,136	$ 203,756,070	$	$	46,802,683	55,083,224	231,591,190	$ 210,057,023
2. Special Revenue Funds	92,028,884	67,297,357	59,817,765		107,024,227			1,826,737	74,071,808	94,596,921	72,515,747
3. Debt Service Funds Available	64,252,877	64,252,877	11,041,931	Secondary: 19,065,274	633,413			40,787,454		71,528,072	66,840,371
4. Less: Amounts for Future Debt Retirement											
5. Total Debt Service Funds	64,252,877	64,252,877	11,041,931	19,065,274	633,413			40,787,454		71,528,072	66,840,371
6. Capital Projects Funds	62,151,381	5,138,794	26,009,869		1,725,185	20,000,000		39,673,602	209,713	87,198,943	87,198,943
7. Permanent Funds	5,638,226		5,635,870		20,000					5,655,870	5,655,870
8. Enterprise Funds Available	149,229,810	116,838,090	92,416,095		125,687,356			274,269		218,377,720	170,832,088
9. Less: Amounts for Future Debt Retirement											
10. Total Enterprise Funds	149,229,810	116,838,090	92,416,095		125,687,356			274,269		218,377,720	170,832,088
11. Internal Service Funds	28,514,466	27,155,823	9,737,569		27,554,737					37,292,306	28,899,958
12. TOTAL ALL FUNDS	$ 576,000,000	$ 452,639,241	$235,410,624	$ 24,429,410	$ 466,400,988	$ 20,000,000	$	$129,364,745	$129,364,745	$746,241,022	$ 642,000,000

EXPENDITURE LIMITATION COMPARISON	2014	2015
1. Budgeted expenditures/expenses	$576,000,000	$642,000,000
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	576,000,000	642,000,000
4. Less: estimated exclusions	202,072,306	212,754,492
5. Amount subject to the expenditure limitation	$373,927,694	$429,245,508
6. EEC or voter-approved alternative expenditure limitation	$528,504,325	$528,312,730

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Glendale
Tax Levy and Tax Rate Information
Fiscal Year 2015

	2014	2015
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 5,196,766	$ 5,364,136
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 5,196,766	$ 5,364,136
B. Secondary property taxes	18,826,764	19,065,274
C. Total property tax levy amounts	$ 24,023,530	$ 24,429,410
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 5,071,423	
(2) Prior years' levies	14,953	
(3) Total primary property taxes	$ 5,086,376	
B. Secondary property taxes		
(1) **Current** year's levy	$ 18,360,614	
(2) Prior years' levies	135,666	
(3) Total secondary property taxes	$ 18,496,280	
C. Total property taxes collected	$ 23,582,656	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.4974	0.4896
(2) Secondary property tax rate	1.7915	1.6605
(3) Total city/town tax rate	2.2889	2.1501

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Glendale
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
GENERAL FUNDS			
Local taxes			
City Sales Tax	$ 85,805,067	$ 90,149,759	$ 96,060,623
Arena Fees		426,743	440,826
Licenses and permits			
Gas/Electric Franchise Fees	$ 2,722,000	$ 2,722,000	$ 2,733,977
Cable Franchise Fees	1,547,000	1,547,000	1,572,061
Building Permits	1,000,000	1,005,005	1,106,000
Fire Department Other Fees	873,968	873,968	873,968
Sales Tax Licenses	655,950	655,950	660,542
Right-of-Way Permits	630,000	359,676	345,000
Fire Dept CD Fees	395,842	318,643	318,643
Liquor Licenses	200,000	200,000	201,400
Planning/Zoning	182,400	262,322	180,000
Bus./Prof. Licenses	110,000	110,000	110,770
Miscellaneous CD Fees	105,000	105,000	110,000
Business Licenses	80,000	80,000	80,560
Arena Fees	71,794	156,948	71,794
Engineering Plan Check Revenue	19,207	5,468	9,000
Plan Check Fees		35,454	4,000
Intergovernmental			
State Income Tax	$ 25,294,112	$ 25,294,112	$ 27,444,369
State Shared Sales Tax	18,988,867	18,988,867	20,486,143
Motor Vehicle In-Lieu	7,557,299	7,557,299	8,016,651
Partner Revenue	315,392	315,392	315,392
Arena Fees	211,676	174,236	211,676
Miscellaneous	102,000	132,250	132,250
Charges for services			
Internal Charges	$ 13,820,800	$ 13,820,800	$ 10,412,222
Staff & Adm Chargebacks	9,200,000	9,200,000	9,700,000
Arena Fees	350,000	5,129,615	6,129,615
Facility Rental Income	1,726,838	1,703,009	1,921,310
Recreation Revenue	1,435,456	1,280,100	1,355,120
Partner Revenue	1,172,308	1,172,308	1,172,308
Security Revenue	733,203	733,203	733,203
Plan Check Fees	675,000	675,000	700,000
Miscellaneous	246,950	488,122	488,509
Fire Department Other Fees	394,740	231,695	439,695
Right-of-Way Permits		359,447	310,000
City Property Rental	6,198	6,198	303,120
Engineering Plan Check Revenue	135,793	95,859	155,191
Health Care Revenue	61,250	61,250	61,250
Court Revenue	74,024	74,024	61,000
Camelback Ranch Rev - Fire	28,852	53,000	53,000
Traffic Engineering Plan Check	30,000	30,000	30,210
Equipment Rental	25,000	25,000	25,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
Fines and forfeits			
Court Revenue	$ 3,029,768	$ 3,025,106	$ 3,041,705
Miscellaneous	123,500	196,271	250,100
Library Fines/Fees	172,000	117,000	122,000
Interest on investments			
Interest	$ 274,063	$ 282,811	$ 265,414
In-lieu property taxes			
	$	$	$
Contributions			
SRP In-Lieu	$ 28,315	$ 28,315	$ 278,315
Miscellaneous			
Miscellaneous	$ 3,025,773	$ 2,620,269	$ 2,329,885
Fire Department Other Fees	941,039	987,785	987,785
City Property Rental	379,481	379,481	342,768
Lease Proceeds	210,200	210,200	210,200
Cemetery Revenue	180,000	180,000	185,000
Library Fines/Fees	180,252	128,000	131,000
Other	93,300	75,500	75,500
Total General Fund	$ 185,621,677	$ 194,845,460	$ 203,756,070

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
SPECIAL REVENUE FUNDS			
Community Services Funds			
Recreation Revenue	$ 1,061,246	$ 901,796	$ 976,861
Facility Rental Income	98,500	112,500	115,000
Interest	500	365	300
Miscellaneous	5,000	4,500	
	$ 1,165,246	$ 1,019,161	$ 1,092,161
Human Services Grants			
Grants	$ 7,651,874	$ 5,661,274	$ 8,946,755
Miscellaneous	1,324,704	1,048,511	646,067
	$ 8,976,578	$ 6,709,785	$ 9,592,822
Other Grants			
Grants	$ 9,705,271	$ 7,841,556	$ 15,992,136
	$ 9,705,271	$ 7,841,556	$ 15,992,136
Public Safety Funds			
City Sales Tax	$ 11,853,815	$ 12,583,301	$ 12,992,893
City Sales Tax - PS .4	8,060,148	8,616,699	8,906,707
State Forfeitures	1,053,055	1,053,055	1,000,000
Federal Forfeitures	15,000	15,000	15,000
Miscellaneous	234,585	234,585	
Interest	7,500	7,500	
	$ 21,224,103	$ 22,510,140	$ 22,914,600
Transportation/HURF Funds			
City Sales Tax	$ 22,357,634	$ 22,357,634	$ 23,432,936
Grants	18,477,325	2,583,261	17,741,847
Highway User Revenues	12,791,191	12,791,191	12,903,286
Miscellaneous	2,010,750	10,750	2,011,000
LTAF - Lottery	666,707	666,707	666,707
Airport Fees	470,425	452,015	467,925
Transit Revenue	139,582	139,582	128,807
Interest	80,000	80,000	80,000
	$ 56,993,614	$ 39,081,140	$ 57,432,508
Total Special Revenue Funds	$ 98,064,812	$ 77,161,782	$ 107,024,227
DEBT SERVICE FUNDS			
Debt Service Funds			
Miscellaneous	$ 647,221	$ 600,621	$ 633,413
SRP In-Lieu	150,000	246,816	
	$ 797,221	$ 847,437	$ 633,413
Total Debt Service Funds	$ 797,221	$ 847,437	$ 633,413

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
CAPITAL PROJECTS FUNDS			
Development Impact Fee Funds			
Development Impact Fees	$ 705,514	$ 1,636,927	$ 1,653,291
Interest	39,417	47,975	47,792
	$ 744,931	$ 1,684,902	$ 1,701,083
G.O. Bond Funds			
Interest	$ 4,356	$ 3,558	$ 2,696
	$ 4,356	$ 3,558	$ 2,696
Other Capital Funds			
Interest	$ 1,264	$ 1,020	$ 21,406
	$ 1,264	$ 1,020	$ 21,406
Total Capital Projects Funds	$ 750,551	$ 1,689,480	$ 1,725,185
PERMANENT FUNDS			
Cemetery Perpetual Care			
Interest	$ 20,000	$ 20,000	$ 20,000
	$ 20,000	$ 20,000	$ 20,000
Total Permanent Funds	$ 20,000	$ 20,000	$ 20,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
ENTERPRISE FUNDS			
Water/Sewer Funds			
Water Revenues	$ 44,473,584	$ 44,473,584	$ 48,694,016
Sewer Revenue	30,760,603	30,760,603	33,051,526
Miscellaneous	1,639,316	1,214,547	1,022,203
Water Development Impact Fees	990,086	990,086	990,086
Sewer Development Impact Fees	125,000	125,000	125,000
Interest	120,000	120,000	120,000
Staff & Adm Chargebacks	82,000	82,000	82,000
City Property Rental	65,000	65,000	65,000
Facility Rental Income	6,000	6,000	6,000
	$ 78,261,589	$ 77,836,820	$ 84,155,831
Landfill			
Tipping Fees	$ 3,515,920	$ 4,051,194	$ 5,174,760
Recycling Sales	1,400,000	1,976,000	2,478,380
Internal Charges	2,313,000	2,252,800	2,204,800
Staff & Adm Chargebacks	431,000	431,000	525,000
Miscellaneous	1,297,597	543,430	489,703
Other		100,000	102,000
Interest	50,000	50,000	40,000
	$ 9,007,517	$ 9,404,424	$ 11,014,643
Sanitation			
Residential Sanitiation	$ 10,401,000	$ 10,630,000	$ 10,630,000
Commercial Sanitation Frontload	3,400,000	3,387,094	3,400,000
Commercial Sanitation Rolloff	600,000	574,000	600,000
Miscellaneous	270,295	134,388	145,588
Internal Charges	150,000	115,000	115,000
Miscellaneous Bin Service	90,000	90,000	100,000
Interest	4,000	4,000	4,000
	$ 14,915,295	$ 14,934,482	$ 14,994,588
Pub Housing Budget Activities			
Grants	$ 10,813,943	$ 10,813,943	$ 15,522,294
Miscellaneous	4,563,668	4,563,668	
	$ 15,377,611	$ 15,377,611	$ 15,522,294
Total Enterprise Funds	$ 117,562,012	$ 117,553,337	$ 125,687,356

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Revenues Other Than Property Taxes
Fiscal Year 2015

SOURCE OF REVENUES	ESTIMATED REVENUES 2014	ACTUAL REVENUES* 2014	ESTIMATED REVENUES 2015
INTERNAL SERVICE FUNDS			
Risk Management Self Insurance			
Internal Charges	$ 2,472,006	$ 2,472,006	$ 2,500,000
Security Revenue	30,000	24,750	24,750
Interest		10,000	8,200
	$ 2,502,006	$ 2,506,756	$ 2,532,950
Workers Comp. Self Insurance			
Internal Charges	$ 1,894,000	$ 1,894,000	$ 1,894,001
Security Revenue	30,000	24,750	24,750
Interest	9,000	15,065	11,200
Miscellaneous		1,500,000	
	$ 1,933,000	$ 3,433,815	$ 1,929,951
Benefits Trust Fund			
City Contributions	$ 13,748,023	$ 13,709,819	$ 13,726,767
Employee Contributions	5,217,303	5,143,632	5,118,861
Retiree Contributions	5,400,335	4,154,143	4,154,143
Miscellaneous		90,000	90,000
Right-of-Way Permits	786	1,394	1,394
Interest	18,000	671	671
Internal Charges		(1,330)	
	$ 24,384,447	$ 23,098,329	$ 23,091,836
Total Internal Service Funds	$ 28,819,453	$ 29,038,900	$ 27,554,737
TOTAL ALL FUNDS	$ 431,635,726	$ 421,156,396	$ 466,400,988

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2015

FUND	OTHER FINANCING 2015 SOURCES	OTHER FINANCING 2015 <USES>	INTERFUND TRANSFERS 2015 IN	INTERFUND TRANSFERS 2015 <OUT>
GENERAL FUNDs				
1000 - General	$	$	$ 24,442,419	$ 38,367,189
1010 - National Events			1,790,271	
1280 - Youth Sports Complex			208,000	
1281 - Stadium Event Operations			2,309,724	
1282 - Arena Event Operations			16,825,463	
1283 - CamelbackRanch EventOperations			784,663	
1740 - Civic Center			158,498	
1770 - Zanjero Special Revenue				2,207,097
1780 - Arena Special Revenue				14,508,938
1870 - Marketing Self Sust			283,645	
Total General Funds	$	$	$ 46,802,683	$ 55,083,224
SPECIAL REVENUE FUNDS				
1340 - Highway User Gas Tax	$	$	$	$ 19,310,594
1640 - Local Transp. Assistance				666,707
1660 - Transportation Sales Tax			1,566,707	29,652,088
1700 - Police Special Revenue				16,550,770
1720 - Fire Special Revenue				7,891,649
1760 - Airport Special Revenue			244,981	
1820 - CAP Grant			15,049	
Total Special Revenue Funds	$	$	$ 1,826,737	$ 74,071,808
DEBT SERVICE FUNDS				
1900 - G.O. Bond Debt Service	$	$	$ 209,713	$
1920 - HURF Debt Service			1,958,000	
1940 - M.P.C. Debt Service			31,288,661	
1970 - Transportation Debt Service			7,331,080	
Total Debt Service Funds	$	$	$ 40,787,454	$
CAPITAL PROJECTS FUNDS				
1481+ - DIF-Citywide Recreation Fac	$	$	$	$ 209,713
2000 - Hurf Street Bonds			18,352,594	
2210 - Transportation Capital Project	20,000,000		21,321,008	
Total Capital Projects Funds	$ 20,000,000	$	$ 39,673,602	$ 209,713
PERMANENT FUNDS				
	$	$	$	$
Total Permanent Funds	$	$	$	$
ENTERPRISE FUNDS				
2500 - Pub Housing Budget Activities			274,269	
Total Enterprise Funds	$	$	$ 274,269	$
INTERNAL SERVICE FUNDS				
	$	$	$	$
Total Internal Service Funds	$	$	$	$
TOTAL ALL FUNDS	$ 20,000,000	$	$ 129,364,745	$ 129,364,745

City of Glendale
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
GENERAL FUND				
City Attorney	$ 3,067,621	$	$ 3,067,621	$ 2,881,214
City Auditor	297,466		297,466	301,079
City Clerk	596,572		708,286	718,680
City Court	4,162,645	36,883	4,104,719	4,273,803
City Manager	804,914		804,914	872,264
Communications	4,490,309		4,574,851	3,287,119
Community & Econ Dev	4,236,010		4,169,759	
Community Services				14,128,523
Council Districts&Of	1,122,899		1,122,899	1,066,101
Development Services				4,221,737
Economic Development				941,088
Finance & Technology				31,779,531
Financial Services	16,379,125	6,680,160	21,172,013	
Fire Services	29,330,889	1,328,070	30,721,827	39,207,074
HR & Risk Mgt	1,776,974		1,736,160	1,736,121
Intergovt. Programs	476,818		476,818	
Intergovt. Relations				477,640
Mayor's Office	291,078		291,078	281,127
N'Hood & Human Svcs	1,629,355		1,632,555	
Non-Departmental	983,465		983,465	1,485,704
Parks, Rec & Library	12,551,440		13,178,832	
Police Services	54,887,767		54,887,767	74,775,765
Public Works	20,393,145	(126,293)	20,105,982	22,292,453
Tech. & Innovation	7,438,144		6,996,680	
Transportation Svcs	887,703		922,608	
Carryover Reserve		126,293		
Contingency	8,380,017	(8,045,113)		5,330,000
Total General Fund	$ 174,184,356	$	$ 171,956,300	$ 210,057,023
SPECIAL REVENUE FUNDS				
Community Services	$	$	$	$ 1,251,072
Community Services Grants				450,000
Financial Services Grants	15,000			
Fire Grants	500,000	1,000,000	500,000	5,001,610
Fire Services	6,913,425		6,913,425	
Human Services Grants				9,604,071
Misc. Capital Grants	2,000,000			2,000,000
Misc. Grants	3,724,494	(1,219,640)	3,649,494	3,293,649
N'HoodHuman Svcs Grants	9,069,410		6,803,192	
Parks, Rec & Library	3,918,587		4,214,251	
Parks, Rec & Library Grants	450,000		450,000	
Police Grants	3,192,778		3,192,778	5,246,877
Police RICO	3,896,249		3,896,249	2,445,733
Police Services	15,627,787		15,627,787	
Public Works	4,197,556		1,522,556	21,680,888
Public Works Grants				12,919,409
Transportation Grants	7,833,888	(538,408)	2,337,602	6,822,438
Transportation Svcs	30,654,710	(271,566)	17,967,017	
Water Services Grants	35,000	219,640	223,006	
Carryover Reserve		809,974		
Contingency				1,800,000
Total Special Revenue Funds	$ 92,028,884	$	$ 67,297,357	$ 72,515,747

City of Glendale
Expenditures/Expenses by Fund
Fiscal Year 2015

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES/ EXPENSES* 2014	BUDGETED EXPENDITURES/ EXPENSES 2015
DEBT SERVICE FUNDS				
General Obligation	$ 22,729,785	$	$ 22,729,785	$ 26,072,628
Highway User (HURF)	4,695,875		4,695,875	1,958,000
Municipal Property Corp	29,496,137		29,496,137	31,478,662
Transportation Obligation	7,331,080		7,331,080	7,331,081
Total Debt Service Funds	$ 64,252,877	$	$ 64,252,877	$ 66,840,371
CAPITAL PROJECTS FUNDS				
Community & Econ Dev	$ 1,239,124	$	$	$
Community Services				1,275,876
Economic Development				726,528
Finance & Technology				3,818
Financial Services	8,500		5,090	
Fire Services	8,614	(1,983)	4,530	2,101
Parks, Rec & Library	903,022	127,851	51,274	
Police Services	330,658	(71,622)	88,688	536,587
Public Works	4,097,555	(203,926)	166,980	66,242,740
Transportation Svcs	38,230,761	(2,509,060)	4,822,232	
Carryover Reserve		2,794,870		
Contingency	17,333,147	(136,130)		18,411,293
Total Capital Projects Funds	$ 62,151,381	$	$ 5,138,794	$ 87,198,943
PERMANENT FUNDS				
Contingency	$ 5,638,226	$	$	$ 5,655,870
Total Permanent Funds	$ 5,638,226	$	$	$ 5,655,870
ENTERPRISE FUNDS				
Community & Econ Dev	$ 142,222	$	$ 138,022	$
Development Services				136,798
Finance & Technology				2,904,338
Financial Services	2,643,052		2,837,052	
Human Services Grants				15,884,596
N'HoodHuman Svcs Grants	15,912,427		15,914,727	
Public Works	35,047,249	(9,318)	22,202,898	38,336,336
Water Services	87,984,860		75,745,391	82,591,655
Water Services Debt				25,478,365
Carryover Reserve		9,318		
Contingency	7,500,000			5,500,000
Total Enterprise Funds	$ 149,229,810	$	$ 116,838,090	$ 170,832,088
INTERNAL SERVICE FUNDS				
HR & Risk Mgt	$ 26,514,466	$	$ 27,155,823	$ 28,899,958
Contingency	2,000,000			
Total Internal Service Funds	$ 28,514,466	$	$ 27,155,823	$ 28,899,958
TOTAL ALL FUNDS	$ 576,000,000	$	$ 452,639,241	$ 642,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES / EXPENSES* 2014	BUDGETED EXPENDITURES / EXPENSES 2015
City Attorney				
1000 - General	$ 3,067,621	$	$ 3,067,621	$ 2,881,214
City Attorney Total	$ 3,067,621	$	$ 3,067,621	$ 2,881,214
City Auditor				
1000 - General	$ 297,466	$	$ 297,466	$ 301,079
City Auditor Total	$ 297,466	$	$ 297,466	$ 301,079
City Clerk				
1000 - General	$ 596,572	$	$ 708,286	$ 718,680
City Clerk Total	$ 596,572	$	$ 708,286	$ 718,680
City Court				
1000 - General	$ 3,494,961	$ 36,883	$ 3,494,961	$ 3,742,767
1240 - Court Security/Bonds	667,684		609,758	531,036
City Court Total	$ 4,162,645	$ 36,883	$ 4,104,719	$ 4,273,803
City Manager				
1000 - General	$ 804,914	$	$ 804,914	$ 872,264
City Manager Total	$ 804,914	$	$ 804,914	$ 872,264
Communications				
1000 - General	$ 2,462,262	$	$ 2,469,187	$ 1,909,338
1281 - Stadium Event Operations	27,844		27,844	13,494
1740 - Civic Center	636,180		636,180	
1750 - City Sales Tax-Bed Tax	655,431		655,431	655,695
1870 - Marketing Self Sust	708,592		786,209	708,592
Communications Total	$ 4,490,309	$	$ 4,574,851	$ 3,287,119
Community & Econ Dev				
1000 - General	$ 4,236,010	$	$ 4,169,759	$
1980 - Streets Constr. - 1999 Auth	512,596			
2100 - Economic Dev. Constr-1999 Auth	726,528			
2360+ - Water and Sewer	142,222		138,022	
Community & Econ Dev Total	$ 5,617,356	$	$ 4,307,781	$
Community Services				
1000 - General	$	$	$	$ 12,727,793
1220 - Arts Commission Fund				473,162
1260 - Library				120,000
1280 - Youth Sports Complex				233,000
1300 - Home Grant				1,625,895
1310 - Neighborhood Stabilization Pgm				1,320,000
1311 - N'hood Stabilization Pgm III				600,000
1320 - C.D.B.G.				4,549,500
1460 - DIF-Citywide Parks				234
1480 - DIF-Citywide Recreation Fac				234

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES / EXPENSES* 2014	BUDGETED EXPENDITURES / EXPENSES 2015
1500 - DIF-Libraries				373,817
1520 - DIF-Citywide Open Spaces				351,822
1540 - DIF-Parks Dev Zone 1				121,056
1560 - DIF-Parks Dev Zone 2				132,863
1580 - DIF-Parks Dev Zone 3				42,929
1740 - Civic Center				574,568
1820 - CAP Grant				1,299,684
1830 - Emergency Shelter Grants				208,992
1840 - Grants				450,000
1880 - Parks & Recreation Self Sust				1,135,704
1885 - Parks & Recreation Designated				115,368
2060 - Parks Construction				252,921
2500 - Pub Housing Budget Activities				15,884,596
Community Services Total	$	$	$	$ 42,594,138
Contingency				
1000 - General	$ 8,045,113	$ (8,045,113)	$	$ 5,000,000
1010 - National Events	334,904			330,000
1340 - Highway User Gas Tax				600,000
1380 - DIF Library Blds	1,749,399			1,755,130
1420 - DIF-Fire Protection Facilities	311,621			737,391
1440 - DIF-Police Facilities	1,436,006			1,719,834
1460 - DIF-Citywide Parks	360,390			380,559
1480 - DIF-Citywide Recreation Fac	906,326			720,885
1500 - DIF-Libraries	2,933,288			2,871,254
1520 - DIF-Citywide Open Spaces	241,496			151,036
1540 - DIF-Parks Dev Zone 1	82,432			73,178
1560 - DIF-Parks Dev Zone 2	48,671			50,941
1580 - DIF-Parks Dev Zone 3	40,366			67,280
1600 - DIF-Roadway Improvements	1,719,961			3,432,993
1620 - DIF-General Government	160,751			161,637
1660 - Transportation Sales Tax				1,200,000
1980 - Streets Constr. - 1999 Auth	441,567			504,582
2000 - Hurf Street Bonds	281,352			
2040 - Public Safety Construction	1,745,161			1,561,451
2060 - Parks Construction	151,808	(136,130)		18,747
2080 - Gov't Facilities - 1999 Auth				4,864
2100 - Economic Dev. Constr-1999 Auth	62,648			395,670
2130 - Cultural Facility Bond Fund	237,691			262,088
2140 - Open Space/Trails Constr-99 Au	587,036			587,700
2180 - Flood Control Construction	3,835,177			2,954,073
2280 - Cemetery Perpetual Care	5,638,226			5,655,870
2360+ - Water and Sewer	5,000,000			4,200,000
2440 - Landfill	2,000,000			600,000
2480 - Sanitation	500,000			700,000
2540 - Risk Management Self Insurance	2,000,000			
Contingency Total	$ 40,851,390	$ (8,181,243)	$	$ 36,697,163

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES / EXPENSES* 2014	BUDGETED EXPENDITURES / EXPENSES 2015
Council Districts&Of				
1000 - General	$ 1,122,899	$	$ 1,122,899	$ 1,066,101
Council Districts&Of Total	$ 1,122,899	$	$ 1,122,899	$ 1,066,101
Development Services				
1000 - General	$	$	$	$ 4,103,318
1010 - National Events				118,419
2360+ - Water and Sewer				136,798
Development Services Total	$	$	$	$ 4,358,535
Economic Development				
1000 - General	$	$	$	$ 916,088
1010 - National Events				25,000
2100 - Economic Dev. Constr-1999 Auth				726,528
Economic Development Total	$	$	$	$ 1,667,616
Finance & Technology				
1000 - General	$	$	$	$ 8,409,473
1100 - Telephone Services				1,178,404
1140 - PC Replacement				4,174,223
1282 - Arena Event Operations				16,001,610
1790 - Stadium City Sales Tax - AZSTA				2,015,821
1900 - G.O. Bond Debt Service				26,072,628
1940 - M.P.C. Debt Service				31,478,662
2040 - Public Safety Construction				855
2060 - Parks Construction				83
2100 - Economic Dev. Constr-1999 Auth				465
2180 - Flood Control Construction				2,415
2360+ - Water and Sewer				2,904,338
Finance & Technology Total	$	$	$	$ 92,238,977
Financial Services				
1000 - General	$ 4,750,645	$	$ 4,757,801	$
1282 - Arena Event Operations	9,500,000	6,680,160	14,405,695	
1790 - Stadium City Sales Tax - AZSTA	2,128,480		2,008,517	
1842 - ARRA Stimulus Grants	15,000			
1900 - G.O. Bond Debt Service	22,729,785		22,729,785	
1940 - M.P.C. Debt Service	29,496,137		29,496,137	
2040 - Public Safety Construction	2,000		1,140	
2060 - Parks Construction	500		110	
2100 - Economic Dev. Constr-1999 Auth	1,000		620	
2180 - Flood Control Construction	5,000		3,220	
2360+ - Water and Sewer	2,643,052		2,837,052	
Financial Services Total	$ 71,271,599	$ 6,680,160	$ 76,240,077	$
Fire Services				
1000 - General	$ 27,794,499	$ 1,328,070	$ 29,136,437	$ 37,365,811
1010 - National Events				392,000

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES / EXPENSES* 2014	BUDGETED EXPENDITURES / EXPENSES 2015
1281 - Stadium Event Operations	389,803		389,803	362,138
1282 - Arena Event Operations	303,094		303,094	260,297
1283 - CamelbackRanch EventOperations	28,852		28,852	55,852
1420 - DIF-Fire Protection Facilities	8,614	(1,983)	4,530	2,101
1720 - Fire Special Revenue	6,913,425		6,913,425	
1840 - Grants	500,000	1,000,000	500,000	5,001,610
2530 - Training Facility Revenue Fund	760,631		809,631	722,386
2538 - Glendale Health Center	54,010		54,010	48,590
Fire Services Total	$ 36,752,928	$ 2,326,087	$ 38,139,782	$ 44,210,785
HR & Risk Mgt				
1000 - General	$ 1,756,974	$	$ 1,716,160	$ 1,716,121
1190 - Employee Groups	20,000		20,000	20,000
2540 - Risk Management Self Insurance	2,758,640		3,400,000	4,000,000
2560 - Workers Comp. Self Insurance	1,407,000		1,407,000	1,608,000
2580 - Benefits Trust Fund	22,348,826		22,348,823	23,291,958
HR & Risk Mgt Total	$ 28,291,440	$	$ 28,891,983	$ 30,636,079
Intergovt. Programs/Relations				
1000 - General	$ 476,818	$	$ 476,818	$ 477,640
Intergovt. Programs/Relations Total	$ 476,818	$	$ 476,818	$ 477,640
Mayor's Office				
1000 - General	$ 291,078	$	$ 291,078	$ 281,127
Mayor's Office Total	$ 291,078	$	$ 291,078	$ 281,127
Misc. Grants & Misc Capital Grants				
1840 - Grants	$ 5,724,494	$ (1,219,640)	$ 3,649,494	$ 5,293,649
Misc. Grants & Misc Capital Grants Total	$ 5,724,494	$ (1,219,640)	$ 3,649,494	$ 5,293,649
N'Hood & Human Svcs				
1000 - General	$ 1,629,355	$	$ 1,632,555	$
1300 - Home Grant	1,625,895		1,461,272	
1310 - Neighborhood Stabilization Pgm	1,320,000		1,100,000	
1311 - N'hood Stabilization Pgm III	1,601,026		1,334,188	
1320 - C.D.B.G.	3,194,359		1,367,131	
1820 - CAP Grant	1,119,138		1,208,734	
1830 - Emergency Shelter Grants	208,992		331,137	
1842 - ARRA Stimulus Grants			730	
2500 - Pub Housing Budget Activities	15,912,427		15,914,727	
N'Hood & Human Svcs Total	$ 26,611,192	$	$ 24,350,474	$
Non-Departmental				
1000 - General	$ 783,465	$	$ 783,465	$ 1,285,704
1200 - Utility Bill Donation	200,000		200,000	200,000
Non-Departmental Total	$ 983,465	$	$ 983,465	$ 1,485,704

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES / EXPENSES* 2014	BUDGETED EXPENDITURES / EXPENSES 2015
Parks, Rec & Library				
1000 - General	$ 11,733,957	$	$ 12,509,340	$
1220 - Arts Commission Fund	356,677		206,611	
1260 - Library	148,905		120,000	
1280 - Youth Sports Complex	262,000		262,000	
1282 - Arena Event Operations	49,901		49,901	
1283 - CamelbackRanch EventOperations			30,980	
1340 - Highway User Gas Tax	2,632,413		3,009,527	
1460 - DIF-Citywide Parks	1,890	(504)	1,152	
1480 - DIF-Citywide Recreation Fac	1,890	(504)	1,152	
1500 - DIF-Libraries	209,572	(2,553)	33,202	
1520 - DIF-Citywide Open Spaces	261,363	(504)	1,152	
1540 - DIF-Parks Dev Zone 1	122,712	(504)	1,152	
1560 - DIF-Parks Dev Zone 2	134,519	(504)	1,152	
1580 - DIF-Parks Dev Zone 3	44,585	(504)	1,152	
1840 - Grants	450,000		450,000	
1880 - Parks & Recreation Self Sust	1,156,806		1,104,156	
1885 - Parks & Recreation Designated	129,368		100,568	
2060 - Parks Construction	126,491	133,428	11,160	
Parks, Rec & Library Total	$ 17,823,049	$ 127,851	$ 17,894,357	$
Police Services				
1000 - General	$ 51,943,624	$	$ 51,943,624	$ 70,907,376
1010 - National Events				899,852
1281 - Stadium Event Operations	1,753,224		1,753,224	1,802,557
1282 - Arena Event Operations	812,392		812,392	832,035
1283 - CamelbackRanch EventOperations	28,482		28,482	
1440 - DIF-Police Facilities	8,116	(2,165)	4,947	1,004
1700 - Police Special Revenue	15,627,787		15,627,787	
1840 - Grants	3,192,778		3,192,778	5,246,877
1860 - RICO Funds	3,896,249		3,896,249	2,445,733
2040 - Public Safety Construction	322,542	(69,457)	83,741	535,583
2530 - Training Facility Revenue Fund	350,045		350,045	333,945
Police Services Total	$ 77,935,239	$ (71,622)	$ 77,693,269	$ 83,004,962
Public Works				
1000 - General	$ 7,280,230	$ (73,512)	$ 7,232,773	$ 7,936,691
1010 - National Events				325,000
1040 - General Services	9,362,930		9,326,416	9,175,021
1120 - Vehicle Replacement	2,795,693		2,767,719	2,452,791
1280 - Youth Sports Complex	60,000		48,000	50,000
1281 - Stadium Event Operations				864,738
1282 - Arena Event Operations				14,991
1283 - CamelbackRanch EventOperations	479,048	(52,781)	277,153	1,001,945
1340 - Highway User Gas Tax	4,197,556		1,522,556	8,471,957
1600 - DIF-Roadway Improvements	546,243	(5,024)	11,479	701,240
1620 - DIF-General Government	10,842	(3,207)	7,329	306
1650 - Transportation Grants				6,822,438
1660 - Transportation Sales Tax				12,485,025

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES / EXPENSES* 2014	BUDGETED EXPENDITURES / EXPENSES 2015
1760 - Airport Special Revenue				723,906
1920 - HURF Debt Service				1,958,000
1970 - Transportation Debt Service				7,331,081
1980 - Streets Constr. - 1999 Auth	1,769,953	(6,516)	21,627	2,221,567
2000 - Hurf Street Bonds				18,675,000
2080 - Gov't Facilities - 1999 Auth	64,175			64,175
2120 - Airport Capital Grants				12,919,409
2180 - Flood Control Construction	1,706,342	(189,179)	126,545	3,259,444
2210 - Transportation Capital Project				41,321,008
2440 - Landfill	19,079,051	(9,318)	7,764,908	21,017,810
2480 - Sanitation	15,968,198		14,437,990	17,318,526
2530 - Training Facility Revenue Fund	415,244		453,921	471,276
Public Works Total	$ 63,735,505	$ (339,537)	$ 43,998,416	$ 177,583,345
Tech. & Innovation				
1000 - General	$ 3,845,142	$	$ 3,345,142	$
1100 - Telephone Services	885,104	$	$ 885,104	$
1140 - PC Replacement	2,707,898	$	$ 2,766,434	$
Tech. & Innovation Total	$ 7,438,144	$	$ 6,996,680	$
Transportation Svcs				
1010 - National Events	$	$	$ 34,905	$
1281 - Stadium Event Operations	872,722	$	$ 872,722	$
1282 - Arena Event Operations	14,981	$	$ 14,981	$
1340 - Highway User Gas Tax	4,945,307	$	$ 4,670,307	$
1650 - Transportation Grants	7,833,888	$ (538,408)	$ 2,341,190	$
1660 - Transportation Sales Tax	12,380,915	$	$ 12,380,915	$
1760 - Airport Special Revenue	674,219	$	$ 674,219	$
1842 - ARRA Stimulus Grants		$	$ (3,588)	$
1920 - HURF Debt Service	4,695,875	$	$ 4,695,875	$
1970 - Transportation Debt Service	7,331,080	$	$ 7,331,080	$
1980 - Streets Constr. - 1999 Auth	420,573	$ (45,568)	$ 6,622	$
2120 - Airport Capital Grants	12,654,269	$ (271,566)	$ 241,576	$
2210 - Transportation Capital Project	37,810,188	$ (2,463,492)	$ 4,815,610	$
Transportation Svcs Total	$ 89,634,017	$ (3,319,034)	$ 38,076,414	$
Water Services				
1842 - ARRA Stimulus Grants	$ 35,000	$ 219,640	$ 223,006	$
2360+ - Water and Sewer	87,984,860		75,745,391	108,070,020
Water Services Total	$ 88,019,860	$ 219,640	$ 75,968,397	$ 108,070,020
Carryover Reserve				
1000 - General	$	$ 73,512	$	$
1283 - CamelbackRanch EventOperations		52,781		
1420 - DIF-Fire Protection Facilities		1,983		
1440 - DIF-Police Facilities		2,165		
1460 - DIF-Citywide Parks		504		
1480 - DIF-Citywide Recreation Fac		504		
1500 - DIF-Libraries		2,553		

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2015

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2014	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2014	ACTUAL EXPENDITURES / EXPENSES* 2014	BUDGETED EXPENDITURES / EXPENSES 2015
1520 - DIF-Citywide Open Spaces		504		
1540 - DIF-Parks Dev Zone 1		504		
1560 - DIF-Parks Dev Zone 2		504		
1580 - DIF-Parks Dev Zone 3		504		
1600 - DIF-Roadway Improvements		5,024		
1620 - DIF-General Government		3,207		
1650 - Transportation Grants		538,408		
1980 - Streets Constr. - 1999 Auth		52,084		
2040 - Public Safety Construction		69,457		
2060 - Parks Construction		2,702		
2120 - Airport Capital Grants		271,566		
2180 - Flood Control Construction		189,179		
2210 - Transportation Capital Project		2,463,492		
2440 - Landfill		9,318		
Carryover Reserve Total	$	$ 3,740,455	$	$
TOTAL ALL DEPARTMENTS	$ 576,000,000	$	$ 452,639,241	$ 642,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Glendale
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015	Total Estimated Personnel Compensation 2015
GENERAL FUNDS						
1000 - General	1,160.20	$ 82,600,346	$ 18,383,740	$ 10,735,117	$ 5,126,931	= $ 116,846,134
1040 - General Services	31.00	1,641,625	190,443	266,868	125,613	2,224,549
1100 - Telephone Services	1.00	68,930	7,996	8,946	5,274	91,146
1140 - PC Replacement	1.00	46,638	5,411	8,914	3,569	64,532
1220 - Arts Commission Fund	1.00	65,800	7,633	5,464	5,035	83,932
1240 - Court Security/Bonds	2.00	135,203	31,499	21,604	10,345	198,651
1281 - Stadium Event Operations	2.00	87,381	10,138	11,075	6,687	115,281
1282 - Arena Event Operations	1.00	42,232	4,899	9,217	3,232	59,580
1740 - Civic Center	3.00	192,426	22,323	34,316	14,724	263,789
1750 - City Sales Tax-Bed Tax	2.50	145,367	16,864	18,296	11,124	191,651
2530 - Training Facility Revenue Fund	9.00	563,901	115,782	91,746	27,132	798,561
Total General Funds	1,213.70	$ 85,589,849	$ 18,796,728	$ 11,211,563	$ 5,339,666	= $ 120,937,806
SPECIAL REVENUE FUNDS						
1320 - C.D.B.G.	8.75	$ 512,210	$ 59,420	$ 70,385	$ 39,190	= $ 681,205
1340 - Highway User Gas Tax	38.00	2,008,382	232,991	331,320	153,682	2,726,375
1660 - Transportation Sales Tax	50.25	2,597,616	301,349	426,752	198,771	3,524,488
1760 - Airport Special Revenue	6.00	323,314	37,507	41,828	24,740	427,389
1820 - CAP Grant	5.50	275,330	31,941	56,411	21,068	384,750
1840 - Grants	27.00	1,383,561	367,070	225,099	62,114	2,037,844
1860 - RICO Funds	0.50	21,781	2,527	3,500	1,667	29,475
1880 - Parks & Recreation Self Sust	5.00	204,368	23,710	27,554	15,640	271,272
Total Special Revenue Funds	141.00	$ 7,326,562	$ 1,056,515	$ 1,182,849	$ 516,872	= $ 10,082,798
DEBT SERVICE FUNDS						
		$	$	$	$	= $
Total Debt Service Funds		$	$	$	$	= $
CAPITAL PROJECTS FUNDS						
		$	$	$	$	= $
Total Capital Projects Funds		$	$	$	$	= $
PERMANENT FUNDS						
		$	$	$	$	= $
Total Permanent Funds		$	$	$	$	= $

City of Glendale
Full-Time Employees and Personnel Compensation
Fiscal Year 2015

FUND	Full-Time Equivalent (FTE) 2015	Employee Salaries and Hourly Costs 2015	Retirement Costs 2015	Healthcare Costs 2015	Other Benefit Costs 2015		Total Estimated Personnel Compensation 2015
ENTERPRISE FUNDS							
2360+ - Water and Sewer	235.00	$ 12,321,861	$ 1,429,446	$ 1,949,958	$ 940,967	=	$ 16,642,232
2440 - Landfill	42.00	2,240,481	259,914	336,266	169,266		3,005,927
2480 - Sanitation	71.00	3,008,493	349,022	628,113	230,220		4,215,848
2500 - Pub Housing Budget Activities	24.00	1,193,220	138,426	198,434	91,304		1,621,384
Total Enterprise Funds	372.00	$ 18,764,055	$ 2,176,808	$ 3,112,771	$ 1,431,757	=	$ 25,485,391
TOTAL ALL FUNDS	1,726.70	$ 111,680,466	$ 22,030,051	$ 15,507,183	$ 7,288,295	=	$ 156,505,995