City of Glendale
Council Meeting Agenda

September 10, 2013 – 7:00 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 7:00 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 and present your comments in five minutes or less.

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

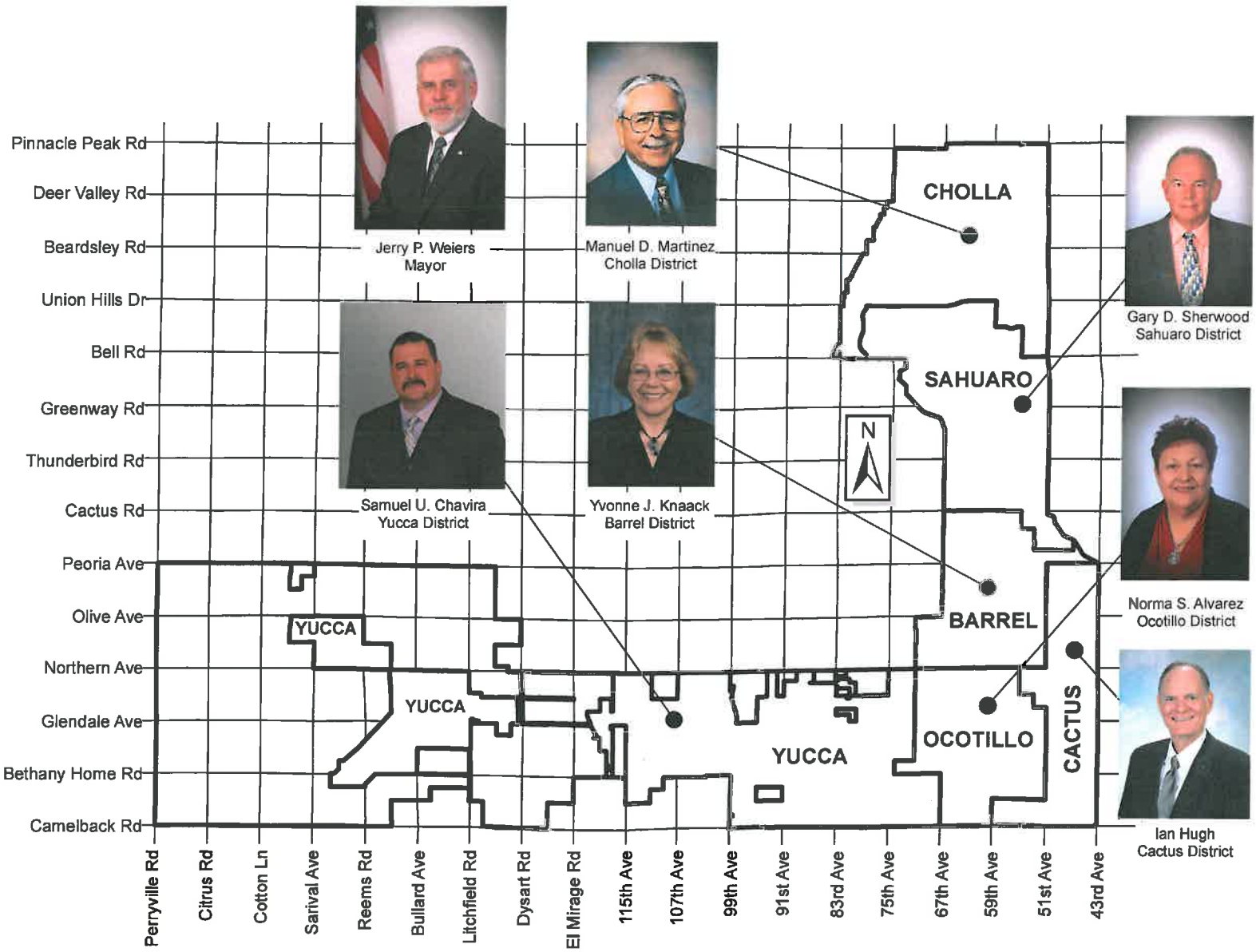
GLENDALE

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

GLENDALE AZ

Council District Boundaries



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GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
September 10, 2013
7:00 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 AND MOMENT OF SILENCE

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. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

APPROVAL OF THE MINUTES OF August 13, 2013

BOARDS, COMMISSIONS AND OTHER BODIES

BOARDS, COMMISSIONS AND OTHER BODIES
PRESENTED BY: Councilmember Manuel Martinez

PROCLAMATIONS AND AWARDS

NATIONAL PREPAREDNESS MONTH PROCLAMATION
PRESENTED BY: Office of the Mayor
ACCEPTED BY: Rebecca Ontiveros and John Torres, Volunteers with Citizen Corps

CONSENT AGENDA

Items on the consent agenda are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. SPECIAL EVENT LIQUOR LICENSE, DEEP WITHIN REHAB CENTER, INC.
PRESENTED BY: Susan Matousek, Revenue Administrator

2. LIQUOR LICENSE NO. 5-10975, OREGANO'S PIZZA BISTRO
PRESENTED BY: Susan Matousek, Revenue Administrator

3. EXPENDITURE AUTHORIZATION FOR MARICOPA COUNTY DETENTION SERVICES
PRESENTED BY: Debora Black, Police Chief

CONSENT RESOLUTIONS

4. ADDENDUM TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR DATABASE ACCESS
PRESENTED BY: Dianne Shoemake, Risk Manager, Human Resources & Risk Management
RESOLUTION: 4715

5. INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION
PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4716

6. EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE
PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4717

7. MEMORANDUM OF UNDERSTANDING WITH THE MESA POLICE DEPARTMENT
PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4718

8. ACCEPTANCE OF THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD
PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4719

9. ACCEPTANCE OF 2011 REALLOCATED GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY
PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4720

10. AMENDMENT TO CITY COUNCIL MEETING RULES AND PROCEDURES
PRESENTED BY: Kristen Krey, Council Services Administrator
RESOLUTION: 4721

11. AMENDMENTS TO CITY COUNCIL GUIDELINES
PRESENTED BY: Kristen Krey, Council Services Administrator
RESOLUTION: 4722

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

12. ANNEXATION APPLICATION AN-190: 11748 WEST GLENDALE AVENUE (PUBLIC HEARING REQUIRED)
PRESENTED BY: Jon M. Froke, AICP, Planning Director

BIDS AND CONTRACTS

13. AWARD OF PROPOSAL 13-01 TO PHILIPS HEALTHCARE FOR DEFIBRILLATOR SERVICE
PRESENTED BY: Mark Burdick, Fire Chief

14. PROFESSIONAL SERVICES AGREEMENT WITH Y. S. MANTRI & ASSOCIATES, LLC FOR TRAFFIC CONTROL IMPROVEMENTS
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services

15. PROFESSIONAL SERVICES AGREEMENT WITH ARRINGTON WATKINS ARCHITECTS, LLC FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE GLENDALE MUNICIPAL LANDFILL
PRESENTED BY: Stuart Kent, Executive Director, Public Works

PUBLIC HEARING - ORDINANCES

16. REZONING APPLICATION ZON 13-01 (ORDINANCE): COPPER COVE – 9300 WEST CAMELBACK ROAD (PUBLIC HEARING REQUIRED)
PRESENTED BY: Jon M. Froke, AICP, Planning Director
ORDINANCE: 2859

ORDINANCES

17. UPDATE SIGNATURE AUTHORIZATION AND COUNCIL APPOINTMENT OF A CITY TREASURER
PRESENTED BY: Candace MacLeod, Interim Executive Director, Financial Services
ORDINANCE: 2860

RESOLUTIONS

18. LICENSE AGREEMENT WITH NEWPATH NETWORKS LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM

PRESENTED BY: Gregory Rodzenko, P.E., City Engineer
RESOLUTION: 4723

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

Items Respectfully Submitted,

Brenda S. Fischer, ICMA-CM
City Manager

MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
August 13, 2013
7:00 p.m.

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

Absent: Councilmember Norma S. Alvarez

Also present were Brenda Fischer, City Manager; Jamsheed Mehta, Interim Assistant City Manager; Russ Romney, Deputy City Attorney; and Pamela Hanna, City Clerk.

Mayor Weiers called for the Pledge of Allegiance and a moment of silence was observed.

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

A statement was filed by the City Clerk that the 9 resolutions and 3 ordinances to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF JUNE 25, JUNE 28, AND JULY 2, 2013

It was moved by Vice Mayor Knaack, and seconded by Councilmember Martinez, to dispense with the reading of the minutes of the June 25, 2013 Regular City Council meeting, June 28, 2013 Special City Council meeting and July 2, 2013 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

DROWNING IMPACT AWARENESS MONTH PROCLAMATION
PRESENTED BY: Office of the Mayor
ACCEPTED BY: Ms. Tiffaney Isaacson, Water Safety Coordinator at Phoenix Children's Hospital

This is a request for City Council to proclaim August 2013, as Drowning Impact Awareness Month in support of Water Watchers at Phoenix Children's Hospital. Ms. Tiffaney Isaacson, the Water Safety Coordinator at Phoenix Children's Hospital, was present to accept the proclamation.

CONSENT AGENDA

Ms. Brenda Fischer, City Manager, read agenda item numbers 1 through 10.

Councilmember Sherwood asked to hear item 3 separately.

1. SPECIAL EVENT LIQUOR LICENSE, ST. LOUIS THE KING CHURCH
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a special event liquor license for St. Louis the King Church. The event will be held at St. Louis the King Church located at 4331 West Maryland Avenue on Friday, October 4, from 5 p.m. to 11 p.m.; Saturday, October 5 from 11 a.m. to 11 p.m.; and Sunday, October 6, 2013, from 11 a.m. to 10 p.m. The purpose of this special event liquor license is for a fundraiser.

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

2. LIQUOR LICENSE NO. 3-914, BABBO ITALIAN EATERY
PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Babbo Italian Eatery located at 20211 North 67th Avenue. The Arizona Department of Liquor Licenses and Control application (No. 12079552) was submitted by Kenneth Bruce Pollack.

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

4. LIQUOR LICENSE NO. 1-36364, 99 CENTS ONLY STORE #207
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 99 Cents Only Store #207 located at 20165 North 67th Avenue, Suite 121A. The Arizona Department of Liquor Licenses and Control application (No. 10076420) was submitted by Randy D. Nations.

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

5. NAMING OF TWO CITY PARKS

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

This is a request for the City Council to officially name the regional park at 6121 North 83rd Avenue "Glendale Heroes Regional Park" and the neighborhood park at 7801 West Orangewood Avenue "Orangewood Vista Park."

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

This is a request for City Council to authorize the cooperative purchase of 23 vehicles from State of Arizona cooperative purchasing agreements with two different vendors, Midway Chevrolet Company (Midway Chevrolet) and Don Sanderson Ford, Inc. (Sanderson Ford), in an amount not to exceed $742,489.

The requested purchase of 23 vehicles includes the following: 21 police patrol vehicles, one police identification van, and one Sport Utility Vehicle for Fire Department administrative operations.

7. AUTHORIZATION FOR COOPERATIVE PURCHASES OF PRODUCTS AND SERVICES FOR PUBLIC WORKS; AND RATIFICATION OF EXPENDITURES
PRESENTED BY: Christina Betz, Deputy Director, Public Works

This is a request for City Council to authorize the expenditure of funds for products and services obtained under cooperative purchasing agreements for purchases over $50,000 in fiscal year (FY) 2013-14 for Public Works, in a total amount not to exceed $600,000; and, to ratify the expenditure of funds for FY 2012-13 exceeding the amount of $50,000.

8. AUTHORIZATION FOR COOPERATIVE PURCHASES OF TIRES AND SERVICES; CONTRACT AMOUNT INCREASE FOR TIRE RECAPPING SERVICES; AND RATIFICATION OF EXPENDITURES
PRESENTED BY: Christina Betz, Deputy Director, Public Works

This is a request for City Council to authorize the expenditure of funds for tires and services obtained under cooperative purchasing agreements in a total amount not to exceed $850,000 for fiscal year (FY) 2013-14; to increase the contract amount for Tire Recapping Services IFB 11-24 with Roberts Tire Sales, Inc. in an amount not to exceed $200,000 annually; and, to ratify the expenditure of funds for FY 2012-13 exceeding the amount of $190,000.

9. AUTHORIZATION TO AMEND CITY COUNCIL GUIDELINES AND COUNCIL MEETING RULES AND PROCEDURES
PRESENTED BY: Kristen Krey, Council Services Administrator

As per previous Council discussion, staff is seeking direction from Council to amend the City Council Guidelines and the Council Meeting Rules and Procedures to better reflect the direction and philosophy of the current Mayor and Council.

10. AGREEMENT WITH BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC FOR FEDERAL LEGISLATIVE REPRESENTATION SERVICES
PRESENTED BY: Brent Stoddard, Intergovernmental Programs Director

This is a request for City Council to authorize the City Manager to enter into a special procurement professional services agreement with Baker, Donelson, Bearman, Caldwell & Berkowitz, PC for the continuation of federal legislative consultant services for continued protection of the mission of Luke Air Force Base (AFB).

It was moved by Vice Mayor Knaack and seconded by Councilmember Sherwood, to approve the recommended actions on Consent Agenda Item Nos. 1, 2 and 4 through 10 and to forward Special Event Liquor License for St. Louis the King Church; Liquor License Application No. 3-914 for Babbo Italian Eatery; Liquor License No. 1-36364 for 99 Cents Only Store #207 to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

3. LIQUOR LICENSE NO. 1-33592, 99 CENTS ONLY STORE #178
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 99 Cents Only Store #178 located at 5340 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076417) was submitted by Randy D. Nations.

Ms. Matousek said this series 10 is a new license to this location, therefore the approval of this license would increase the number of liquor licenses in the area. When a liquor license is received, it is forwarded to and reviewed by Community and Economic Development, Police and Fire Departments, and results were included in the staff report. She said there were no public protests received during the required 20-day posting period of July 2nd through 22nd.

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

Councilmember Martinez said he believed a letter was received opposed to this liquor license. Ms. Matousek said there were no public protests received during the required 20 day posting period, posted July 2, 2013 through July 22, 2013. Mayor Weiers said he has spoken with one couple that was concerned about this. Vice Mayor Knaack said the applicant also was present and was going to speak.

Susan Faier, a Barrel district resident, said she and her husband owned a business in the Catlin Court area, in the Ocotillo district. She asked that this liquor license be denied as it will aggravate the transient problem which currently exists. The business owners in the downtown area feel that inexpensive liquor would not be in their best interest. She discussed several parts of the liquor license statute and said it would not be in the community's best interest.

Amy Nations said she is the Vice President of Arizona Liquor Industry Consultants and her office is in Mesa. She said her office was hired by the 99 Cent Store and they will do the liquor law training at all their locations. She said the store is trying to add to their business to remain competitive in the area. She detailed some steps the store is taking to try and avoid any problems.

Mayor Weiers asked what the hours of operation were. Juan Hernandez, a Gilbert resident and store manager, said the hours were from 8:00 a.m. to 10:00 p.m. every day. Mayor Weiers asked Mr. Hernandez how they sell alcohol for 99 cents. Mr. Hernandez said they have very good corporate buyers and they want to pass on the savings to the customers. He said they would be selling beer and wine individually. Ms. Nations said the product is not being sold cold. Mayor Weiers said he visited the store and it was clean and efficiently run. Mr. Hernandez said they have no figures on how much money they might make selling alcohol.

Councilmember Sherwood asked Chief Black if there had been any issues with the liquor license approved for a Dollar General store recently. Chief Black said there had not been any increase in calls for services or thefts at the store since that liquor license had been approved. Mayor Weiers asked if there had been any increase in crime. Chief Black said no.

Councilmember Sherwood said there have been problems in the past with transients in the area and the police department has responded to that issue. He said he was comfortable going forward with this liquor license.

Councilmember Martinez asked about the number of transients in the downtown area. Chief Black said the police department has been actively working with the businesses regarding the concerns about the transient population. Councilmember Martinez asked if there had been problems with people drinking on the street. Chief Black said it is commonly understood that substance abuse can be an issue among the transient population.

Councilmember Martinez asked if the products would be sold for 99 cents. Manuel Dechide, a resident of Mesa, is the district manager for the 99 cent only stores. He said he has three stores that sell these alcohol products. He said currently that wine is the only product they sell. He said the alcohol has not sold very well as a standalone product and people are not coming in just for the alcohol. His stores have not had any problems with theft or transients. Councilmember Martinez said he visited the other store yesterday to try and get more information. The employees there did have the information but referred to him to the corporate office. He didn't get through so didn't get the information. Mr. Dechide said the cost of the wine at his store is $4.99.

Vice Mayor Knaack commented that she has had a problem with transients at her office location for years. She supports her fellow downtown businesses, but said this liquor license was not going to make a big difference. She will support this liquor license application.

Mayor Weiers said he visited the store and it was very nice. He said they have to be fair to all businesses and not allowing this particular store to have a liquor license may cause problems. He said he supports this item.

It was moved by Councilmember Sherwood and seconded by Vice Mayor Knaack, to approve Liquor License Application No. 1-33592 for 99 Cents Only Store #178 and to forward to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. Motion carried with the following Councilmembers voting "aye": Chavira, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": Hugh. The motion carried.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 11 through 19 by number and title.

Councilmember Martinez asked to hear item No. 17 separately.

CONSENT RESOLUTIONS

11. GRANT AGREEMENT WITH ARIZONA GAME AND FISH DEPARTMENT FOR XERISCAPE GARDEN EDUCATION GRANT
PRESENTED BY: Joetta Miller, Environmental Program Manager, Water Services
RESOLUTION: 4706

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 Game and Fish Department in the amount of $17,800 for the Xeriscape Garden Education Grant.

RESOLUTION NO. 4706 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 SUBMISSION OF A GRANT APPLICATION ALONG WITH MATCHING FUNDS TO THE ARIZONA GAME AND FISH HERITAGE FUND PROGRAM FOR A GLENDALE HABITAT GARDEN EDUCATION PROGRAM IN THE CITY OF GLENDALE; AND AUTHORIZING THE ACCEPTANCE OF SAID GRANT IF AWARDED.

12. 2012 HIGH INTENSITY DRUG TRAFFICKING AREA GRANT FROM THE CITY OF TUCSON TO SUPPORT OVERTIME FUNDING FOR THE WANTED INITIATIVE
PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4707

This report contains information on a proposed 2012 High Intensity Drug Trafficking Area (HIDTA) grant through the City of Tucson to provide overtime funding in the approximate amount of $40,000 to the Glendale Police Department for the Warrant Apprehension Network and Tactical Enforcement Detail (WANTED).

Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the 2012 HIDTA grant through the City of Tucson for overtime funding in the approximate amount of $40,000.

RESOLUTION NO. 4707 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 THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT FROM THE CITY OF TUCSON (GRANT NO. HT-12-2248) TO PROVIDE FUNDING IN THE APPROXIMATE AMOUNT OF $40,000 (FORTY THOUSAND DOLLARS) TO BE USED FOR THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (WANTED) BY THE GLENDALE POLICE DEPARTMENT.

13. 2013 HIGH INTENSITY DRUG TRAFFICKING AREA GRANT ADJUSTMENT FROM THE CITY OF TUCSON TO SUPPORT OVERTIME FUNDING FOR THE WANTED INITIATIVE
PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4708

This report contains information on a proposed 2013 High Intensity Drug Trafficking Area (HIDTA) grant adjustment through the City of Tucson to provide additional overtime funding in the approximate amount of $20,800 to the Glendale Police Department for the Warrant Apprehension Network and Tactical Enforcement Detail (WANTED).

Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the 2013 HIDTA grant adjustment in the amount of $20,800.

RESOLUTION NO. 4708 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 THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT ADJUSTMENT FROM THE CITY OF TUCSON (GRANT NO. HT-13-2313) TO PROVIDE ADDITIONAL FUNDING IN THE APPROXIMATE AMOUNT OF $20,800 (TWENTY THOUSAND, EIGHT HUNDRED DOLLARS) FOR A TOTAL OF $40,000 (FORTY THOUSAND DOLLARS) TO BE USED FOR THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (WANTED) BY THE GLENDALE POLICE DEPARTMENT.

14. VICTIMS OF CRIME ACT GRANT ACCEPTANCE
PRESENTED BY: Debora Black, Police Chief
RESOLUTION: 4709

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a Victims of Crime Act (VOCA) grant in the approximate amount of $97,171 through the Arizona Department of Public Safety (DPS) for the Victim Assistance Program.

RESOLUTION NO. 4709 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,

MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, VICTIMS OF CRIME ACT (VOCA), AND APPROVING MATCHING FUNDS, FOR THE GLENDALE POLICE DEPARTMENT'S VICTIM ASSISTANCE PROGRAM.

15. ACCEPTANCE OF 2011 REALLOCATED GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY
PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4710

This is a request for City Council to accept 2011 reallocated grant funds from the Arizona Department of Homeland Security (AZDOHS). Staff is requesting Council waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the 2011 reallocated grant funds from the AZDOHS.

RESOLUTION NO. 4710 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 FFY 2011 HOMELAND SECURITY GRANT PROGRAM AWARD-REALLOCATION FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY IN THE AMOUNT OF $15,000 (FIFTEEN THOUSAND DOLLARS) ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

16. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE TO TRANSFER OWNERSHIP OF EQUIPMENT FOR THE WESTSIDE ALL HAZARDS INCIDENT MANAGEMENT TEAM
PRESENTED BY: Mark Burdick, Fire Chief
RESOLUTION: 4711

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 City of Tempe to transfer ownership of equipment for the Westside All Hazards Incident Management Team (AHIMT) to the City of Glendale.

RESOLUTION NO. 4711 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 FOR EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT MANAGEMENT TEAM WITH THE CITY OF TEMPE ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

18. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR HIGH-OCCUPANCY VEHICLE RAMPS ON LOOP 101 AT MARYLAND AVENUE
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services

RESOLUTION: 4713

Staff is requesting City Council 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 design, construction and maintenance of High-Occupancy Vehicle (HOV) ramps on Loop 101 at Maryland Avenue in the Yucca District.

RESOLUTION NO. 4713 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF A HIGH OCCUPANCY VEHICLE (HOV) ON AND OFF RAMPS TO AND FROM STATE ROUTE 101L AT MARYLAND AVENUE.

19. PROPERTY USE LICENSE WITH SALT RIVER PROJECT FOR MULTIUSE PATHWAY IMPROVEMENTS ON PROPERTY LOCATED ON DISCOVERY DRIVE, WEST OF 79TH AVENUE
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4714

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 Property Use License with Salt River Project (SRP) for multiuse pathway improvements on property located on the Discovery Drive alignment, west of 79th Avenue in the Yucca District.

RESOLUTION NO. 4714 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE SALT RIVER PROJECT LICENSE NUMBER 1300193 FOR THE PURPOSE OF INSTALLING AN IRRIGATION PIPE EXTENSION ON PROPERTY LOCATED AT DISCOVERY DRIVE, WEST OF 79TH AVENUE (APPROXIMATELY NORTH OF THE 16/16 CORNER OF SECTION 11, T2N-R1E) FOR PUBLIC PURPOSES.

It was moved by Vice Mayor Knaack and seconded by Councilmember Sherwood, to approve the recommended actions on Consent Agenda Item Nos. 11 through 16, 18 and 19 including the approval and adoption of Resolution No. 4706 New Series, Resolution No. 4707 New Series, Resolution No. 4708 New Series, Resolution No. 4709 New Series, Resolution No. 4710 New Series, Resolution No. 4711 New Series, Resolution No. 4713 New Series, and Resolution No. 4714 New Series; The motion carried unanimously.

17. INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT FOR LIBRARY ASSISTANCE PROGRAM
PRESENTED BY: Cheryl Kennedy, Chief Librarian
RESOLUTION: 4712

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 Maricopa County Library District (MCLD) for a new two-year "Library Assistance Program."

Ms. Kennedy said the city joined the reciprocal borrowing program in July of 2012 and in June 2013, the program was renamed the Library Assistance Program. She said staff recommends approval so the library can receive the materials and services.

Councilmember Martinez commented said this is good news. He said this agreement represents a net increase of over $73,000 in goods and services over the previous year. He thanked Ms. Kennedy and her staff for a job well done.

RESOLUTION NO. 4712 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 MARICOPA COUNTY LIBRARY DISTRICT FOR THE LIBRARY ASSISTANCE PROGRAM.

It was moved by Councilmember Martinez and seconded by Councilmember Chavira, to approve the recommended actions on Consent Agenda Item No. 17 including the approval and adoption of Resolution No. 4712 New Series. The motion carried unanimously.

BIDS AND CONTRACTS

20. AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&S ENGINEERS, INC. FOR AIRPORT RUNWAY IMPROVEMENTS
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the professional services agreement with C&S Engineers, Inc. to provide additional construction administration services in an amount not to exceed $48,042 for runway safety improvements at Glendale Municipal Airport. The airport is located in the Yucca District.

Ms. Colbath said additional FAA requirements were added to this project in 2012. A general contractor was unable to meet certain construction requirements which resulted in a delay of the project. She said C&S Engineers incurred additional costs due to the delays. The additional $48,042 cost has been reviewed by both the Engineering and Airport staff and found to be reasonable. She said the project has been completed and will not require any additional funding. She said the overall project came in approximately $65,000 less than the original project amount and that amount will be used to cover the costs for C&S Engineers so no additional funds will be needed.

It was moved by Councilmember Martinez, and seconded by Vice Mayor Knaack, to approve and authorize the City Manager to enter into Amendment No. 2 to the

professional services agreement with C&S Engineers, Inc. to provide additional construction administration services in an amount not to exceed $48,042. The motion carried unanimously.

21. AWARD OF BID TO SPECIALIZED SURFACING UTILITY PAVING AND CONSTRUCTION, LLC FOR UTILITY CUTS AND CONCRETE WORK
PRESENTED BY: Stuart Kent, Executive Director, Public Works

This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with Specialized Surfacing Utility Paving and Construction, LLC (Specialized Surfacing) in an amount not to exceed $873,410 to perform pavement and concrete repairs in the city.

Mr. Kent said approximately 900 repairs are due to maintain and repair water and wastewater infrastructure. Additional repairs are necessary to maintain and repair the existing street network and curb gutter and sidewalks. He said funds are available from the appropriate accounts in Water Services and Public Works departments to complete these repairs.

It was moved by Vice Mayor Knaack, and seconded by Councilmember Hugh, to award a bid and authorize the City Manager to enter into a construction agreement with Specialized Surfacing Utility Paving and Construction, LLC (Specialized Surfacing) in an amount not to exceed $873,410. The motion carried unanimously.

ORDINANCES

22. SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT
PRESENTED BY: Gregory Rodzenko, P.E., City Engineer
ORDINANCE: 2856

This is a request for the City Council to waive reading beyond the title and adopt an ordinance granting an easement to Salt River Project (SRP) for power distribution lines across a portion of city-owned property on the east side of 99th Avenue between Glendale Avenue and the Orangewood Avenue alignment, in the Yucca District.

Mr. Rodzenko said the existing power lines along the west side of 99th Avenue must be converted underground by the developer as part of Dignity Health's construction. He continued that due to conflicts with the 99th Avenue improvements and the Bureau of Reclamation land along the west side of 99th Avenue, the power lines must be placed underground along the east side of 99th Avenue. This should not conflict with any future roadway improvements or expansion of the city's park and ride. He said this also benefits the city's power needs when vacant land north of the park and ride is developed.

ORDINANCE NO. 2856 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING, AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER

PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AT 99th AND GLENDALE AVENUES; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

It was moved by Councilmember Hugh, and seconded by Councilmember Martinez, to approve Ordinance No. 2856 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none.

23. UPDATE SIGNATURE AUTHORIZATION
PRESENTED BY: Diane Goke, Chief Financial Officer, Financial Services
ORDINANCE: 2857

This is a request for City Council to waive reading beyond the title and adopt an ordinance updating the city's signature authority for banking transactions. These authorizations are updated periodically due to changes in the organization.

ORDINANCE NO. 2857 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING, AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING DESIGNATED OFFICERS TO DEPOSIT CITY FUNDS IN DESIGNATED BANK; DIRECTING SAID BANK TO RECOGNIZE THE SIGNATURES OF SAID OFFICERS ON ELECTRONIC FUND TRANSFERS, CHECKS FOR DEPOSIT AND/OR WITHDRAWAL; AND DECLARING AN EMERGENCY.

It was moved by Councilmember Chavira, and seconded by Vice Mayor Knaack, to approve Ordinance No. 2857 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": none.

24. UPDATE TO THE CODE OF THE CITY OF GLENDALE, CHAPTER 2, ARTICLE II, DIVISION 1
PRESENTED BY: Kristen Krey, Council Services Administrator
ORDINANCE: 2858

This is a request for the City Council to waive reading beyond the title and adopt an ordinance amending Glendale City Code, Chapter 2, Section 2-16 relating to regular meeting, date and time.

Ms. Krey said the regular meetings occur at 7:00 p.m. on the second and fourth Tuesday nights of each month. She said the time of the meetings on the second and fourth Tuesday nights of each month would change to 6:00 p.m., unless the council by a majority vote at a prior meeting changes the meeting night. She also said if the meeting night falls on a legal holiday, Christmas Eve or New Year's Eve, the council shall meet on the next succeeding legal day at 6:00 p.m. unless the council by a majority vote at a prior meeting changes the meeting night.

ORDINANCE NO. 2858 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 2, ARTICLE II, DIVISION 1 RELATING TO REGULAR MEETING, DATE, AND TIME.

It was moved by Councilmember Sherwood, and seconded by Councilmember Chavira, to approve Ordinance No. 2858 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Chavira, Hugh, Knaack, Sherwood, and Weiers. Members voting "nay": Martinez

MOTION TO EXCUSE COUNCILMEMBER ALVAREZ

It was moved by Vice Mayor Knaack, and seconded by Councilmember Hugh, to excuse Councilmember Alvarez from tonight's Council meeting with the following Councilmembers voting "aye": Chavira, Hugh, Martinez, and Weiers. Members voting "nay": Sherwood and Knaack. The motion carried.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Knaack, and seconded by Chavira, to hold the next regularly scheduled city council workshop on Tuesday, August 20, 2013 at 9:00 a.m. in room B3 of the city council chambers, to be followed by an executive session pursuant to A.R.S. 38-431.03. Further, it was moved to vacate the regularly scheduled city council meeting on Tuesday, August 27, 2013 due to the League of Arizona Cities and Towns conference. Finally, it was moved to hold a regularly scheduled city council workshop on Tuesday, September 3, 2013 at 1:30 p.m. in room B3 of the city council chambers, to be followed by an executive session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

Jason Ryan, a Tempe resident, spoke about a ticket he received for going over the speed limit. He said the Court is colluding with the city council and the police department to bring in money from citizens. He said the $260 fine for going 15 miles over the speed limit is cruel and unusual. He said he held a one-man protest at the court after his trial. He said he was disgusted with this scam and it is despicable.

Cherlynn Berry, a Glendale resident and merchant in Catlin Court, wanted to bring to the city's attention some issues regarding the car cruising. She said the merchants were told that the cruising event was cancelled for August due to the hot weather. She said this same type of event is held at 67 Avenue and Bell in August. She said Nancy Perry advised she felt unwelcome in the city and due to the fees charged in May and June; she was unable to continue to bring the event to downtown. She said the May car show cost over $4,000 and June cost $6,000 and the July show cost about $2,000. She met with members of the Marketing Department and she was told that some of the information she received was misguided. She said this puts the merchants in a bad light and they were looking forward to the car show in downtown. She said this has to

be a break even proposition for Nancy Perry to continue to bring the cars to downtown Glendale. She said if the car show leaves, it will mar the reputation of the downtown area. She would like to see attempts to keep this event. She also said Westgate has offered to pay Nancy Perry to come to the Westgate area for this event. She said the merchants in downtown Glendale cannot compete with Westgate.

Larry Barker said he represents Nancy Perry of Nancy Perry Productions. He said her concern for the car shows is all the expense she has to pay out each month to put the shows on. He said her intention was to bring people and revenue into Glendale. After the three month trial, she has not recouped any of the money she had to expend. They were interested in holding the car show in the downtown area again, but now Westgate has offered to pay her to have the car show there. He said if they can't work something out, they will have to move on.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Sherwood responded to the car show issue. He said there seems to be a lot of misinformation. He said this has been a big benefit for the downtown area. He said this is still a workable idea and would like to discuss this more. Councilmember Sherwood said they need to continue working with the Marketing Department to see if they could come up with a solution.

Councilmember Martinez welcomed Ms. Fischer as the new City Manager.

Councilmember Hugh welcomed Ms. Fisher as the new City Manager.

Councilmember Chavira welcomed Ms. Fischer as the new City Manager. He also said he was an auto enthusiast and the classic car event fits the flavor of downtown. He said they need to look into this.

Vice Mayor Knaack welcomed Ms. Fischer as the new City Manager. She said every Councilmember supports the downtown area and they will try and do everything they can. She said August is Drowning Awareness Month and asked everyone to watch their children around water.

Mayor Weiers said the car event was his baby and he was disappointed that this event was cancelled in August. He attempted to contact Ms. Perry and will do everything in his power to continue this event. It is important and a good deal for the city. He hoped to speak to Ms. Perry to discuss this at some point. He spoke about Drowning Awareness Month and the ribbons to recognize the event.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:06 p.m.

_____

Pamela Hanna - City Clerk

CITY COUNCIL REPORT

Meeting Date: **9/10/2013**
Meeting Type: **Voting**
Title: **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.

Water Services Advisory Commission

Ruth Faulls	Barrel	Appointment	9/10/2013	9/10/2015
Ron Short	Cactus	Appointment	9/10/2013	9/10/2015
Jonathan Liebman	Cholla	Appointment	09/10/2013	09/10/2015
Robert Gehl	Ocotillo	Appointment	09/10/2013	09/10/2015
Paul Romanek	Mayoral	Appointment	09/10/2013	09/10/2015
Roger Schwierjohn	Sahuaro	Appointment	09/10/2013	09/10/2015
Ron Short – Chair	Cactus	Appointment	09/10/2013	09/10/2014
Jonathan Liebman – Vice Chair	Cholla	Appointment	09/10/2013	09/10/2014

CITY COUNCIL REPORT

Meeting Date: **9/10/2013**
Meeting Type: **Voting**
Title: **NATIONAL PREPAREDNESS MONTH PROCLAMATION**
Staff Contact: **Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to proclaim September 2013 as National Preparedness Month to encourage preparedness for disasters or emergencies in homes, businesses and the community. National Preparedness Month is sponsored by the Federal Emergency Management Agency's (FEMA) *Ready* Campaign in partnership with Citizens Corps and the Advertising Council. Rebecca Ontiveros and John Torres, who work with Citizens Corps and are Glendale residents, will be present to accept the proclamation.

Background

History has shown us that government cannot do it alone when it comes to preparing for, responding to, and recovering from disasters. FEMA is only part of the nation's emergency management team, along with other federal partners, state and local governments, nonprofit and voluntary organizations, the private sector and most importantly, the public. National Preparedness Month was originally created by the FEMA *Ready* Campaign in response to the tragic events of 9/11, in order to educate the public on how to prepare for emergencies. September 2013 marks the 10th annual National Preparedness Month, and this year's campaign theme is, "You Can Be the Hero."

Community Benefit/Public Involvement

FEMA and the *Ready* Campaign urge communities around the country to take the pledge in order to be better prepared for disasters. Emergency preparedness is the responsibility of every citizen. It takes a team effort to ensure that we are ready for any disaster. The intent is to encourage individuals, families, organizations, and businesses within the community to make an emergency plan, put together an emergency supply kit, and join in local efforts to become a community preparedness partner. The goal this year is to transform awareness into action by encouraging citizens, organizations, and businesses to:

- ***Stay Informed -*** Information is available from federal, state, and local resources to learn what to do before, during, and after an emergency.
- ***Make a Plan -*** Discuss, agree on, and document an emergency plan with those in your care. Work together with neighbors, colleagues, and others to build community resiliency.

- ***Build a Kit -*** Keep enough emergency supplies on hand for you and those in your care, such as; water, nonperishable food, first aid, prescriptions, flashlight, and battery powered radio on hand.
- ***Get Involved -*** There are many ways to get involved, especially before a disaster occurs. The whole community can participate in programs and activities to make their families, homes, and businesses safer from risks and threats. Community leaders agree that the formula for ensuring a safer homeland consists of volunteers, a trained and informed public, and increased support of emergency response agencies during disasters.

Previous Related Council Action

Council annually proclaims September as National Preparedness Month.

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**SPECIAL EVENT LIQUOR LICENSE, DEEP WITHIN REHAB CENTER, INC.**
Staff Contact:	**Susan Matousek, Revenue Administrator**

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Deep Within Rehab Center, Inc. The event will be held at Westgate Waterdance Plaza located at 6770 North Sunrise Boulevard on September 15, October 6, 17, and 27, November 10 and 24, and December 8 and 29, 2013. The purpose of this special event liquor license is for fundraising at the Arizona Cardinals Football games tailgate parties.

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

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

Attachments

Finance Department Report

Liquor License Attachments

Police Calls for Service Report

FINANCE DEPARTMENT REPORT

Meeting Date:	**9/10/2013**
To:	**Brenda S. Fischer, City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**SPECIAL EVENT LIQUOR LICENSE, DEEP WITHIN REHAB CENTER, INC.**

General Information

Request: Special Event Liquor License

Location: 6770 North Sunrise Boulevard

District: Yucca

Zoned: PAD (Planned Area Development)

Applicant: Cynthia Ann Humes

Owner: Deep Within Rehab Center, Inc.

Background

1. The event will be held on Sunday, September 15, from 10 a.m. to 2 p.m.; Sunday, October 6, from 10 a.m. to 2 p.m.; Thursday, October 17, from 2 p.m. to 6 p.m.; Sunday, October 27, from 10 a.m. to 2 p.m.; Sunday, November 10, from 11 a.m. to 3 p.m.; Sunday, November 24, from 10 a.m. to 2 p.m.; Sunday, December 8, from 11 a.m. to 3 p.m.; and Sunday, December 29, 2013, from 11 a.m. to 3 p.m.

2. The total number of days expended by this applicant will be eight out of the allowed 10 days per calendar year.

3. The purpose of this event is for fundraising at Arizona Cardinals Tailgate Parties.

4. Proceeds from this special event go to the Deep Within Rehab Center, Inc. and Rojo Hospitality Group.

Review/Analysis

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

The City of Glendale Community and Economic Development, Police, and Fire Departments have

reviewed the application and determined that it meets all technical requirements.

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

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

Staff Recommendation

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

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

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

**Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)

DLLC USE ONLY
LICENSE #

1. Name of Organization: DEEP WITHIN REHAB CENTER INC

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

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

☑ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee

4. What is the purpose of this event? ☑ on-site consumption ☐ off-site consumption (auction) ☐ both

Fund raising for Deep Within, AZ Cardinals Westgate Plaza activation and economic impact event for the City of Glendale

5. Location of the event: 6770 N. Sunset Blvd. (Westgate Waterdance Plaza) Glendale Maricopa 85305
Address of physical location (Not P.O. Box) City County Zip

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

6. Applicant: Humes Cynthia Ann [redacted]
Last First Middle Date of Birth

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

8. Phone Numbers: ( ) Site Owner # (623) 206-7800 Applicant's Business # ( ) Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(16) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	9/15/13	Sunday	10am	2pm
Day 2:	10/6/13	Sunday	10am	2pm
Day 3:	10/17/13	Thursday	2pm	6pm
Day 4:	10/27/13	Sunday	10am	2pm
Day 5:	11/10/13	Sunday	11am	3pm
Day 6:	11/24/13	Sunday	10am	2pm
Day 7:	12/8/13	Sunday	11am	3pm
Day 8:	12/29/13	Sunday	11am	3pm
Day 9:				
Day 10:				

*Disabled individuals requiring special accommodations, please call (602) 542-9027

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

11. This organization has been issued a special event license for 8 days this year, including this event (not to exceed 10 days per year).

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

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

Name DEEP WITHIN REHAB CENTER INC — 25% Percentage

Address 11773 N 91st Avenue Peoria, AZ 85345

Name Rojo Hospitality Group — 75% Percentage

Address 1 Cardinals Drive Glendale, AZ 853[redacted]

(Attach additional sheet if necessary)

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

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

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

2 # Police ☐ Fencing
4 # Security personnel ☑ Barriers

An area, 88' x 83', within the Westgate Plaza will be enclosed with cattle rail

Rojo Hospitality Group will have an alcohol compliance team monitoring for underage drinking and pass offs

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

Name of Business ( ) Phone Number

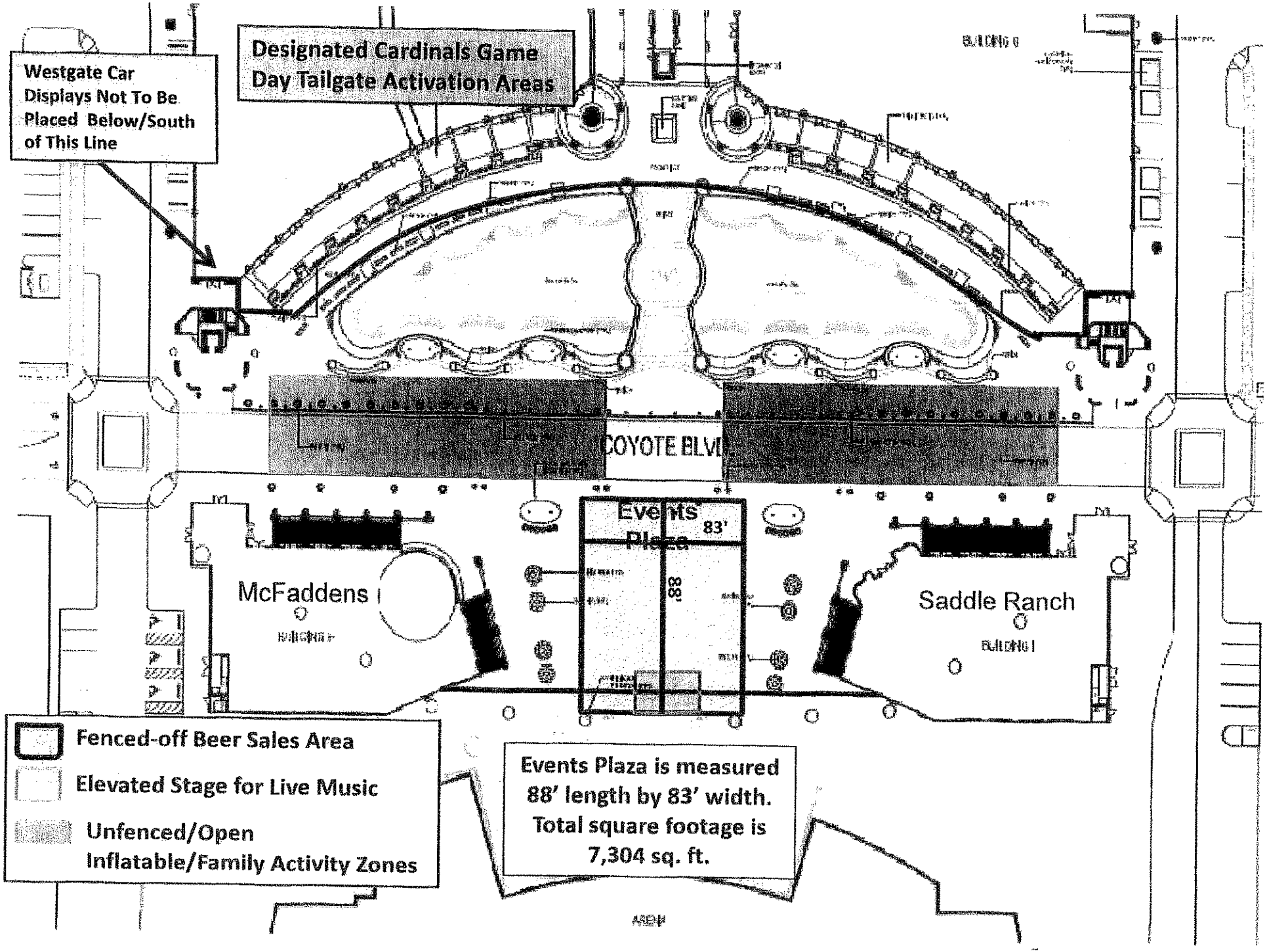
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades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

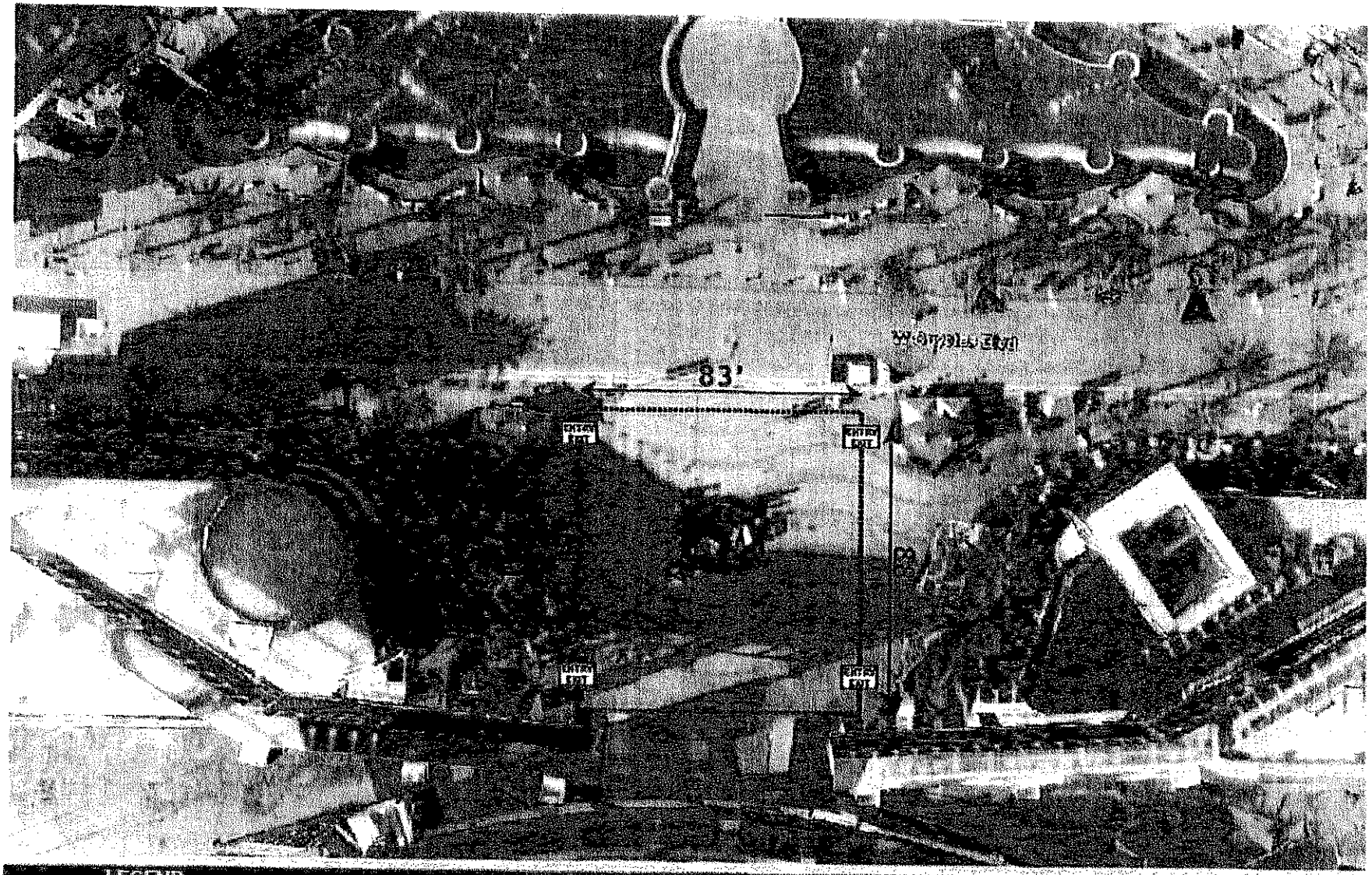
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

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

N↑

PLEASE SEE ATTACHED


Westgate Car Displays Not To Be Placed Below/South of This Line
Designated Cardinals Game Day Tailgate Activation Areas
COYOTE BLVD
Events Plaza
83'
88'
McFaddens
Saddle Ranch
Fenced-off Beer Sales Area
Elevated Stage for Live Music
Unfenced/Open Inflatable/Family Activity Zones
Events Plaza is measured 88' length by 83' width. Total square footage is 7,304 sq. ft.



LEGEND	NOTES	EVENT NAME	LOCATION	MAP NOT TO SCALE
8' BIKE BARRICADE			WESTGATE PLAZA	
		DATE(S)	COMPASS	
			N	

PRIDE

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Westgate Entertainment District, Glendale, AZ

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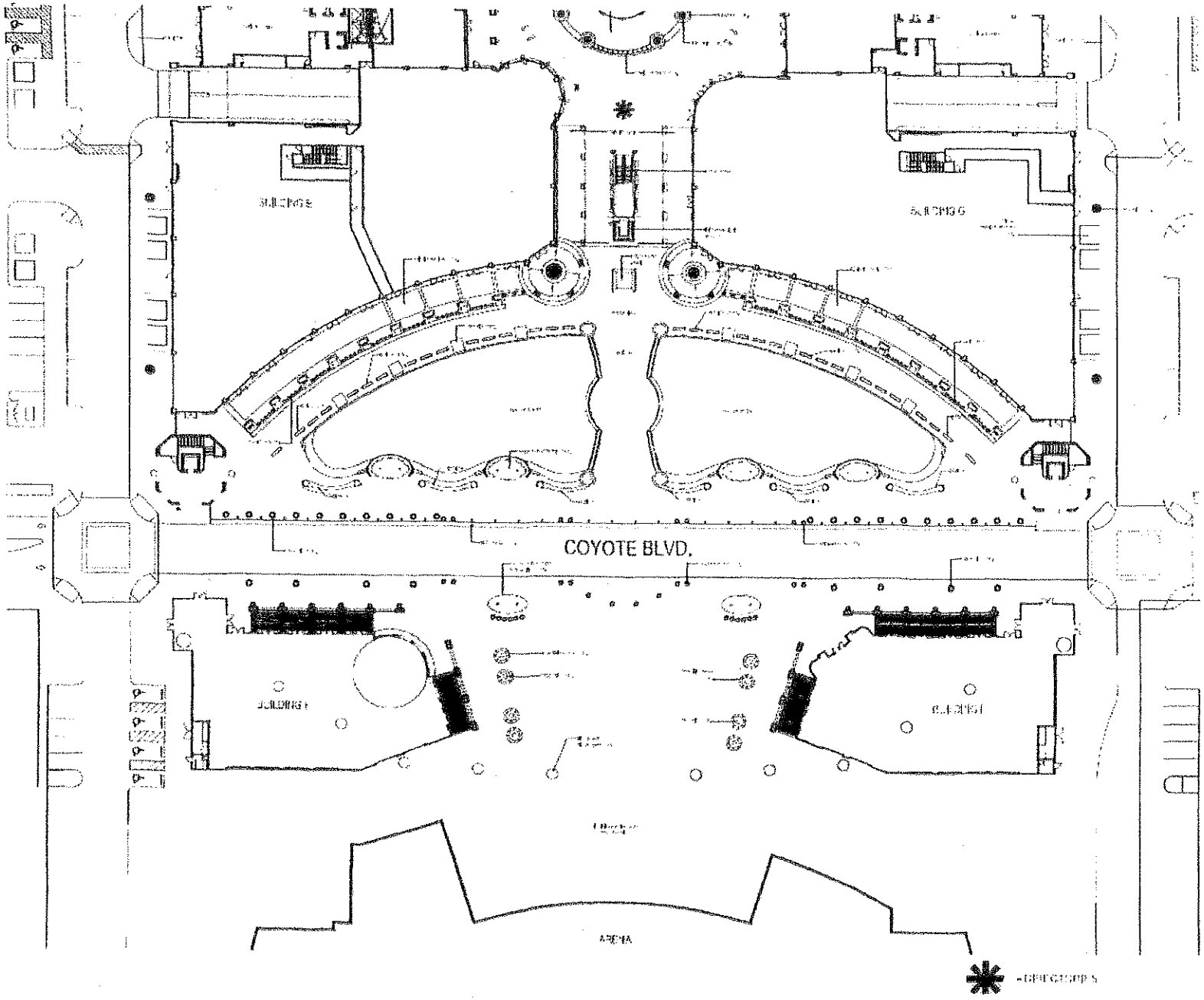
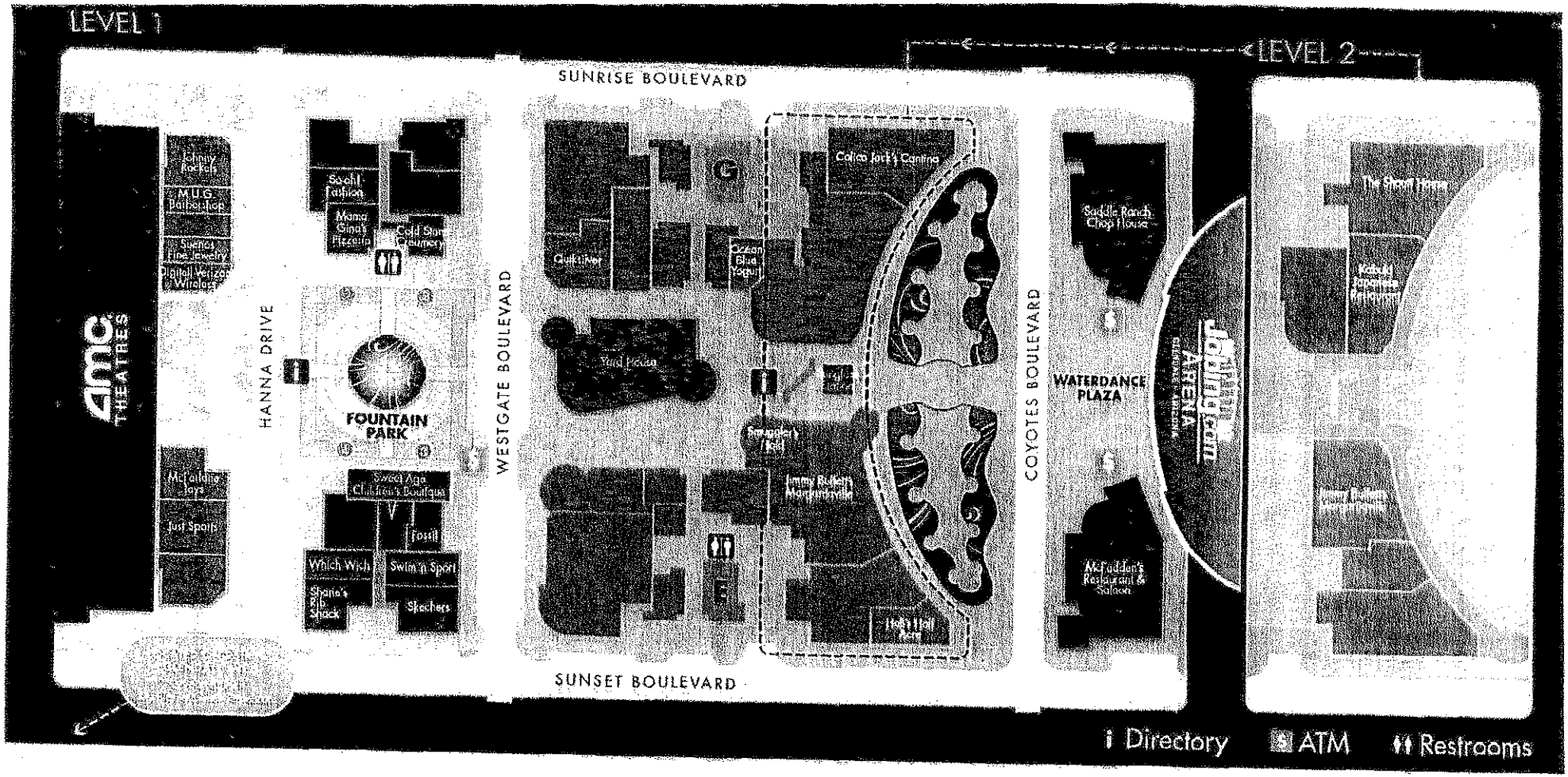
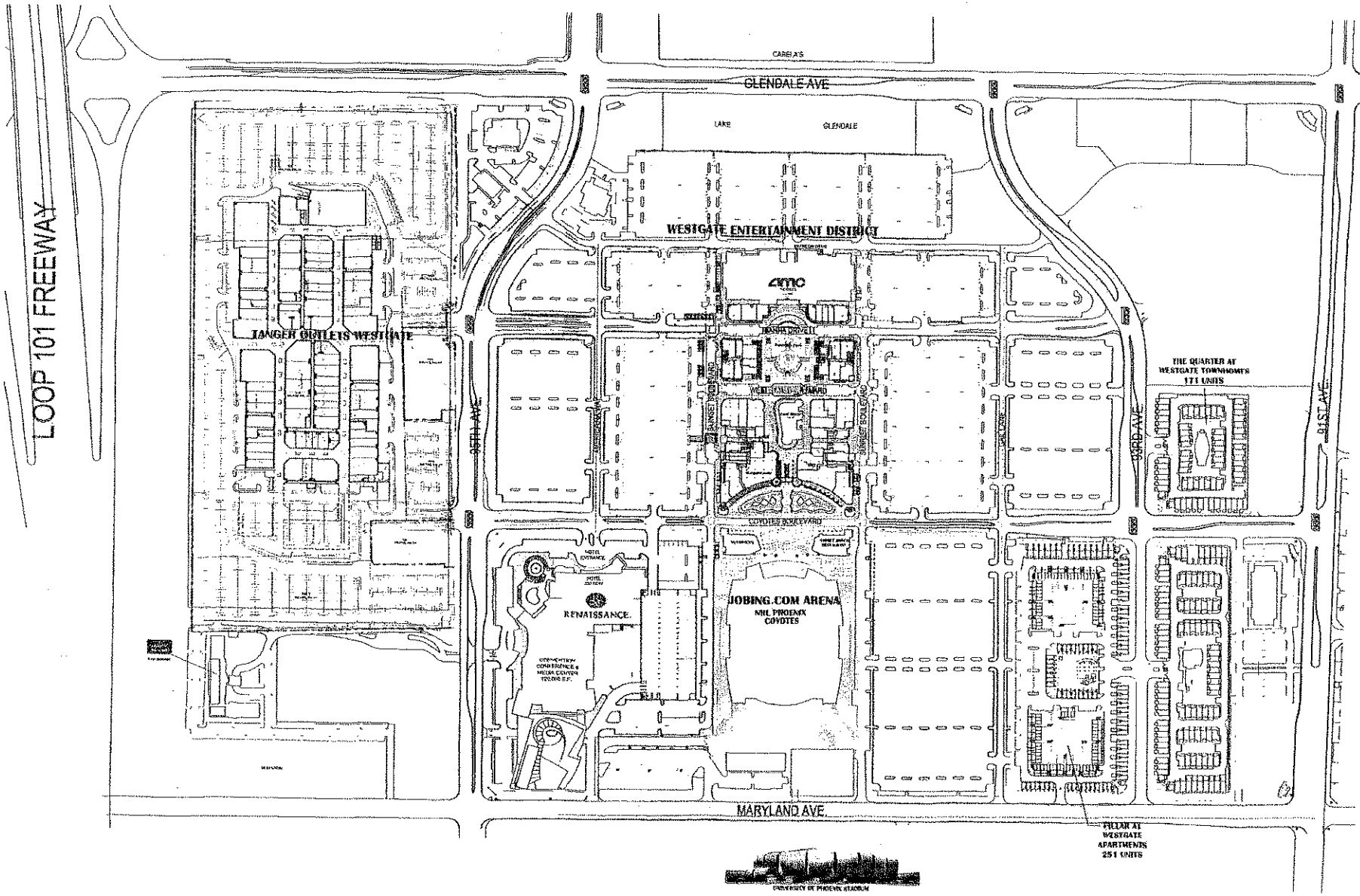

COYOTE BLVD.


LEVEL 1
LEVEL 2
SUNRISE BOULEVARD
SUNSET BOULEVARD
HANNA DRIVE
WESTGATE BOULEVARD
COYOTES BOULEVARD
amc THEATRES
Johnny Rocket
M.U.G. Barbershop
Swenco Fine Jewelry
Digital Verizon Wireless
McFadden's Sports
Just Sports
Sochi Fashion
Mama Gina's Pizzeria
Cold Stone Creamery
FOUNTAIN PARK
Sweet Age Children's Boutique
Fossil
Which Wich
Swim 'n Sport
Shane's Rib Shack
Skechers
Quiksilver
Yard House
Coffee Jack's Cantina
Ocean Blue Yogurt
Smuggler's Cove
Jimmy Buffett's Margaritaville
Lucky Hal
Saddle Ranch Chop House
WATERDANCE PLAZA
McFadden's Restaurant & Saloon
Glendale Arena
The Shoppes
Kabuki Japanese Restaurant
Pizza Fusion
Directory
ATM
Restrooms

THE NEW WESTGATE



ARCHITECT/SPACE PLANNING

WESTGATE CITY CENTER

WESTGATE ENTERTAINMENT DISTRICT

DEVELOPMENT MANAGEMENT

CONTACT: JEFF TEETSEL
P: 602.553.1118
E: JTEETSEL@
TEETSELPROPERTIES.COM

OFFICE LEASING

CBRE

CONTACT: BRYAN TAUTE
P: 602.735.7710
E: BRYAN.TAUTE@CBRE.COM

RETAIL LEASING

THE CORNERSTONE COMPANY

CONTACT: GOLDEN ST. JOHN
P: 480.947.7000
E: GOLDEN@THECORNERSTONE.COM

No.	Date	Description

Sheet Title

MASTER SITE PLAN

FIRST LEVEL
(12.13.12)

north

Scale: NTS

FIRST LEVEL

Sheet Number LP-1F

* Existing Development Plans – subject to change

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

18. I, Cynthia Ann Humes (Print full name) declare that I am an **Officer/Director/Chairperson** appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [signature] (Signature) Director (Title/Position) 8/03/13 (Date) (623) 206-7600 (Phone #)

Notary Public State of Arizona
Maricopa County
Charlene E Liegner
My Commission Expires 01/08/2015

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 08. (Day) 03. (Month) 13 (Year)

My Commission expires on: 01. 08. 2015 (Date) [signature] (Signature of NOTARY PUBLIC)

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

19. I, Cynthia Ann Humes (Print full name) declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [signature] (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 03 (Day) 08 (Month) 2013 (Year)

My commission expires on: 01. 08. 2015 (Date) [signature] (Signature of NOTARY PUBLIC)

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

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application

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

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

_____

_____ (Employee) _____ (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____

_____ (Title) _____ (Date)

SPECIAL EVENT LIQUOR APPLICATION

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

FOR CITY USE ONLY

☐ L15 ☐ L16

Amount Due: _____

Account #

Event Information

Event Business Location Name: WESTGATE PLAZA ACTIVATION FOR AZ CARDINALS / ROJO HOSPITALITY

Event Address: 6770 N. SUNSET BLVD. GLENDALE AZ 85305 (WESTGATE WATERDANCE PLAZA)

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

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

What is your relationship to the business? ☐ Agent ☐ Owner ☐ Attorney ☐ Consultant ☑ Other AGM

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

Event Contact Name: _____

Phone Number: _____ Address: _____

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

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

Event Sponsor Information

Organization Name: _____

Organization Address: _____

Federal ID Number: _____

Dates & Hours of Event

	Date	Hours		Date	Hours
Day 1:	9-15-13	10Am - 2pm	Day 6:	11-24-13	10AM - 2pm
Day 2:	10-6-13	10Am - 2pm	Day 7:	12-8-13	11AM - 3pm
Day 3:	10-17-13	2pm - 6pm	Day 8:	12-29-13	11Am - 3pm
Day 4:	10-27-13	10Am - 2pm	Day 9:		
Day 5:	11-10-13	11Am - 3pm	Day 10:		

Event Activities

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

Live Entertainment ☑ Yes ☐ No If yes, Type LIVE MUSIC

Adult Entertainment ☐ Yes ☑ No Outdoor dining ☑ Yes ☐ No

Food Served ☑ Yes ☐ No Outdoor Alcohol Consumption ☑ Yes ☐ No

FOR CITY USE ONLY

GASE1011
Print version 04/2010-1

Account#

Event Fencing

Will there be fencing? ☑ Yes ☐ No

If yes: Type of Material METAL CATTLE RAIL Height of Fence 4'

Number of Exit Gates 4 Width of Exit Gate(s) 8'

Event Parking

Is Parking Area Exclusively for this Location? ☐ Yes ☑ No If yes: How many parking spaces? _____

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

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

Permit Requirements*

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

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

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

Interpreter Language

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

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

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

Mark [illegible] 8-3-13

(Signature of person filling out this form) (Date)

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

ATTACHMENT

13-82

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **08-08-13**

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

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

Application Type: **New License**

Definition: New license

Business Name: **Deep Within Rehab Center Inc.**

Business Address: **11773 N. 91st Ave, Peoria, AZ (Event at Westgate Waterdance Plaza 6770 N. Sunrise Blvd.)**

Applicant/s Information

Name: **Humes, Cynthia Ann**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/8/2012	Other Suites	New ownership call history beginning:
Liquor Related	4		
Vice Related			
Drug Related	1		
Fights / Assaults	15		
Robberies			
Burglary / Theft	9		
911 calls			
Trespassing	10		
Accidents	3		
Fraud / Forgery	1		
Threats			
Criminal damage	2		
Other non-criminal*	16		
Other criminal	7		
Total calls for service	**68**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Proceeds from this special event go to the Deep Within Rehab Center Inc. (charitable group), Rojo Hospitality Group.

Event dates are scheduled for 09-15-13, 10-06, 17, 27-13, 11-10, 24-13, 12-8, 29-13.

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	8-8-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		8-8-13

CITY COUNCIL REPORT

Meeting Date: **9/10/2013**
Meeting Type: **Voting**
Title: **LIQUOR LICENSE NO. 5-10975, OREGANO'S PIZZA BISTRO**
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 Oregano's Pizza Bistro located at 6738 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 12079586) was submitted by Mark Steven Russell.

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 PAD (Planned Area Development). The population density within a one-mile radius is 10,561. 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
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	7
12	Restaurant	13
	Total	**28**

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:	**9/10/2013**
To:	**Brenda S. Fischer, City Manager**
From:	**Susan Matousek, Revenue Administrator**
Title:	**LIQUOR LICENSE NO. 5-10975, OREGANO'S PIZZA BISTRO**

General Information

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 6738 West Bell Road

District: Sahuaro

Zoned: PAD (Planned Area Development)

Applicant: Mark Steven Russell

Owner: OPB Restaurants, Inc.

Background

1. The 60-day deadline for processing this license was September 9, 2013. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on July 17, 2013.

2. The population density is 10,561 persons within a one-mile radius.

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

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

Citizen Participation to Date

No protests were received during the 20-day posting period, July 17 through August 6, 2013.

Review/Analysis

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served

by the issuance of a license. Council, when considering a new, non-transferable series 12 license, may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

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

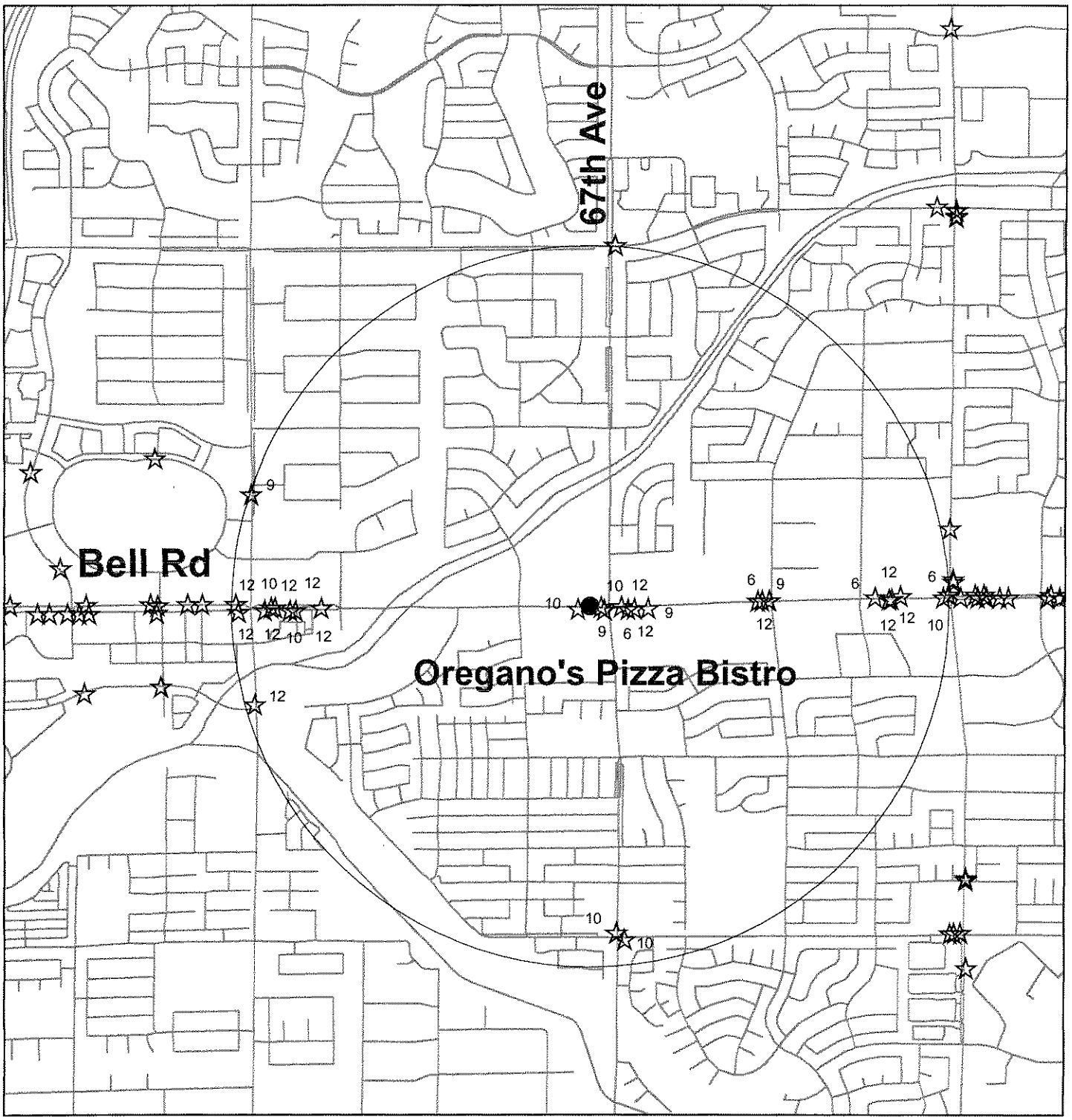
COMMUNITY AND ECONOMIC DEVELOPMENT: Approved the application with no comments.

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: Oregano's Pizza Bistro

LOCATION: 6738 W. Bell Road

ZONING: PAD

APPLICANT: Mark Steven Russell

APPLICATION NO: 5-10975

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N
W E
S

13-75

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **07-19-13**

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: **Oregano's Pizza Bistro**

Business Address: **6738 W. Bell Rd**

Applicant/s Information

Name: **Russell, Mark Steven**
Name: **Sbordone, Frank Benjamin Jr.**
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/19/2008	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing	2		
Accidents	2		
Fraud / Forgery			
Threats	1		
Criminal damage			
Other non-criminal*	3		
Other criminal			
Total calls for service	9	N/A	N/A - No Interim Permit

* 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.

Previous 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	7-23-13
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	[illegible]	7-23-13

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**EXPENDITURE AUTHORIZATION FOR MARICOPA COUNTY DETENTION SERVICES**
Staff Contact:	**Debora Black, Police Chief**

Purpose and Recommended Action

This is a request for City Council to approve expenditure authorization by the City Manager to Maricopa County for detention services in an amount not to exceed $2,035,418.

Background

Glendale Police Department has been using Maricopa County's detention facilities for over 50 years. Although Glendale Police Department has a detention facility, it is only deemed for temporary stays and is not permitted to hold prisoners past 48 hours, due to the lack of shower facilities, laundry facilities, and a medical clinic, which are standards set by the Commission on Accreditation for Law Enforcement Association. The Glendale Police Department pays Maricopa County for housing inmates that are sentenced to more than 48 hours by Glendale City Court, or anyone held on charges for more than 48 hours waiting to see a judge.

Analysis

It is Maricopa County's practice to distribute annual Jail Per Diem Billing Rates for Cities and Towns, but not to enter into an Intergovernmental Agreement. For FY 2013-14 the rates are: $251.53 per booking and $78.94 per day. Glendale Police Department performs monthly audits on the invoices to ensure accuracy. Maricopa County has the only detention facility in the county that has the ability to provide these services to Glendale.

This request is for expenditure authorization by the City Manager for monthly payments to Maricopa County for the prisoner housing services provided during FY 2013-14. Staff is recommending that Council authorize the City Manager to pay Maricopa County for Detention Services in an amount not to exceed $2,035,418.

Budget and Financial Impacts

In the FY 2013-14 detailed budget, Council authorized the Police Department to spend up to $2,035,418 for Detention Services. Funding for detention services is available in the General Fund and the Public Safety Sales Tax Fund.

CITY COUNCIL REPORT

Cost	Fund-Department-Account
$551,522	**1000-12220-531800, General Fund**
$1,483,896	**1700-12310-531800, Public Safety Sales Tax**

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:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**ADDENDUM TO INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR EXTENDED DATABASE ACCESS**
Staff Contact:	**Dianne Shoemake, Risk Manager, Human Resources & Risk Management**

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 Addendum to the intergovernmental agreement (IGA) with Arizona Department of Transportation (ADOT), Motor Vehicle Division (MVD), for database access. The Addendum will extend the Human Resources & Risk Management Department's access to the MVD database.

Background

This IGA with ADOT allows authorized users access to the motor vehicle record request system to retrieve driving records. Human Resources staff uses the database to retrieve motor vehicle driving records for employees and perspective employees who drive city vehicles. Records are checked at least annually for all employees in driving positions and for all new hires. All information obtained from the database is kept confidential.

The IGA for database access was entered into September 3, 2006 with a three year term, which automatically renews with Letters of Agreement signed by both parties. Letters of Agreement were signed by staff on December 31, 2009 and January 13, 2011. A copy of the IGA for database access, Letters of Agreement, and an Amendment are attached.

This Agreement Addendum is made and entered into as part of the foregoing Database Access Agreement and supersedes the Addendum signed on September 3, 2006. The Addendum is needed to update the recitals and city contact information, and will extend the agreement an additional three years.

Community Benefit/Public Involvement

The city ensures that its drivers are properly licensed to protect the city and its citizens from unnecessary exposure to loss.

Budget and Financial Impacts

There is no cost for access to the database.

CITY COUNCIL REPORT

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☐ No ☒

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

Attachments

Resolution

Agreement

RESOLUTION NO. 4715 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A JOINT LETTER OF RENEWAL OF THE DATABASE ACCESS AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION, MOTOR VEHICLE DIVISION, EXTENDING THE CITY'S HUMAN RESOURCES DEPARTMENT'S ELECTRONIC ACCESS TO THE MOTOR VEHICLE DIVISION'S DATA BASE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Joint Letter of Renewal extending the Database Access Agreement with the Arizona Department of Transportation, Motor Vehicle Division ("MVD") for Human Resources Department's electronic access of MVD's data base be entered into, which agreement is on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk are hereby directed and authorized to execute and deliver all documents necessary 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 _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_adot&mvd

ADOT

Arizona Governor's Award for Quality
2001 Award Recipient

DATABASE ACCESS AGREEMENT

ARIZONA DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE DIVISION

COMPETITIVE GOVERNMENT PARTNERSHIPS
ELECTRONIC DATA SERVICES

Arizona Department of Transportation

Motor Vehicle Division

Electronic Data Services, 502M
1801 West Jefferson Street Phoenix, Arizona 85007
Phone: 602-712-7235

Janet Napolitano
Governor

Victor M. Mendez
Director

Stacey K. Stanton
Division Director

August 18, 2006

DATABASE ACCESS AGREEMENT – Government Non-AZ State

The Department (as defined below) hereby requests authorization for connectivity to the records database(s) of the Arizona Department of Transportation, Motor Vehicle Division (MVD). The Department's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the Department and MVD.

The Department understands and agrees that it shall only access MVD's database(s) in accordance with the terms and conditions set forth herein. If at any time MVD believes the Department is using such access in an unauthorized or unlawful manner, MVD reserves the right, in its sole discretion, to immediately terminate this Agreement.

Definitions

"ADOT" means the Arizona Department of Transportation.

"Arizona @ Your Service Web Portal" or "Portal" means the single entry point through which the Company may access MVD's database(s) under this Agreement.

"Authorized users" mean those persons who are employed or contracted by the Department to perform the activities authorized hereunder.

"Confidential information" means all information used by and proprietary to MVD which is not generally known by non-MVD personnel. This includes, but is not limited to, the following types of information (whether or not reduced to writing or designated as confidential):

- Viewed or printed information resulting from or related to the access provided under this Agreement;
- All computer software and accompanying documentation (i.e. operating systems, user's guide, etc.) provided by MVD, its agents, vendors or other contractors;
- MVD's personnel, financial, marketing and other internal business information, including the manner and method of conducting business;
- MVD's strategic, operations and other business plans, measurements and forecasts; and
- Information regarding MVD's employees, electronic data access customers, vendors and other contractors.

CB /
MVD Dept

"Connectivity" means to make and/or maintain a computer connection with MVD, through the Arizona @ Your Service Web Portal, for the purpose of performing the activities authorized under this Agreement.

"Data Access Security Level" means the level of access privileges granted to the Department's authorized users to retrieve and/or modify MVD data based on based upon the Department's stated eligibility for such data, as provided in Sections II and III of the Agreement Addendum.

"Department" means the government entity identified and referred to in Section I of the Agreement Addendum.

"Encrypted" means the scrambling of computerized information in order to secure data by using special algorithms for transmission or other purposes.

"MVD" means the Arizona Department of Transportation, Motor Vehicle Division.

"Motor Vehicle Record Request System" or "MVRRS" means the system used by the Portal provider to facilitate the Department's electronic access to MVD record information through the Arizona @ Your Service Web Portal.

"Personal information" means information that identifies an individual, including an individual's photograph, social security number, driver identification number, name, address (but not the 5-digit zip code), telephone number, and medical or disability information, but does not include information on vehicular accidents, driving violations, and driver's status.

"Portal provider" means the private entity to whom the State of Arizona has awarded a statewide contract to provide for the transmission of MVD's record information to its pre-approved electronic data access customers via the Portal's MVVRS.

"Secure location" means an area designated specifically for the Department's authorized users to access MVD's database(s) pursuant to this Agreement and to which all unauthorized individuals shall be prohibited from accessing or viewing MVD data. The designated secure location does not necessarily need to be a segregated or separately enclosed area within the Department's place of business. However, reasonable measures must be undertaken at all times to ensure that the computers used to access MVD's database(s) are accessibly only to Department personnel with assigned user-IDs and passwords and are, therefore, shielded from the view of the public and/or any unauthorized individuals.

Records Access

The Department understands that its exclusive access to MVD records pursuant to this Agreement is through the Portal provider's MVRRS application. Upon execution of this Agreement between the Department and MVD, the Department's authorized users will be assigned user identifications (user IDs) and passwords based on the Department's approved data access security level to receive such records under federal and state law.

CB
MVD Dept

The Department will have three (3) access options under MVRRS, as described below:

- Via a web browser over the Internet;
- Via file (request/reply) transfers using file transfer protocol (FTP) over a dedicated and secured line; or
- Via sockets-based messaging over a dedicated and secured line.

Location of Activities

The Department may conduct authorized activities only at those locations which have been pre-approved by MVD. Any disapproval of location by MVD must be based on reasonable cause.

Equipment

The Department shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of the Portal provider and MVD, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

The Department shall provide a secure location for all computer equipment used to access MVD's database(s).

The Department shall provide access to MVD's database(s) only to Department personnel or contractors who are authorized users, and to no one else. If at any time MVD believes that an authorized user is utilizing such access in an unauthorized or unlawful manner, MVD reserves the right to immediately suspend or revoke that user's database access and/or to terminate the Department's authorization under this Agreement.

The Department shall comply with all policies, procedures and directives regarding security and database access made available to the Department by MVD during the course of this Agreement, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as the Department.

Upon request by MVD, the Department must disclose any existing strategic alliances, partnerships, or subcontracting arrangements that the Department has which involve the processing and/or use of MVD data acquired pursuant to this Agreement.

Both during the term of this Agreement and subsequent to any termination of this Agreement, the Department, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of MVD, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any confidential and/or personal information which is connected or otherwise associated with this Agreement.

CB / _____
MVD Dept

The Department shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

The Department understands that both the manner in which MVD may release information from the records contained in its databases and the manner in which the Department may access and/or utilize such information are regulated by the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721-2725, as well as Title 28, Chapter 2, Article 5 of the Arizona Revised Statutes. It is the responsibility of the Department, and any authorized user acting on the Department's behalf, to gain knowledge of all laws and applicable MVD policies and procedures which govern access to and use of MVD records, and to determine whether the Department is legally eligible to obtain such records from MVD.

MVD is not an agent of the Department or its subcontractors, and is in no way responsible or liable for the decisions or interpretations made by the Department or its officers, agents, employees, contractors and representatives, unless the contrary is specifically stated in writing by the MVD Director.

Anyone who knowingly obtains, uses or otherwise discloses personal information from an MVD record for a use not permitted under 18 U.S.C. § 2721, and anyone requesting the disclosure of personal information who misrepresents his/her identity or makes a false statement in connection thereto, with the intent to obtain such information in a manner not authorized by law, is subject to civil and/or criminal penalties. A violation of the DPPA or any other applicable federal or state law will cause the immediate termination of this Agreement.

In reference to motor vehicle records access, the Department shall not utilize its connectivity to MVD's records database(s) under this Agreement for any purpose other than the purpose(s) specified in the Addendum to this Agreement. If the Department seeks access to or information from MVD's database(s) for a reason other than that specifically authorized by this Agreement, the Department must submit a completed hard copy of the Motor Vehicle Record Request form to the appropriate MVD Unit.

Both parties to this Agreement acknowledge that the foregoing provisions pertaining to data security and privacy are not intended to conflict with or violate Arizona's Public Records Law, A.R.S. § 39-101 through § 39-161. Where such conflicts appear in the implementation of this Agreement by the Department, the Public Records Law will control. In the event that a request for the disclosure of confidential and/or personal information falling within the scope of this Agreement is made, the Department shall notify MVD in sufficient time to permit MVD to intervene as it may deem necessary for the protection of said information.

Network Security

The Department understands and agrees that any and all MVD information that it sends over external or public computer networks, such as the Internet, must be encrypted.

CB /
MVD Dept

The Department further understands and agrees that all computers which are permanently or intermittently connected to the Department's internal computer network(s) must employ a pre-approved rule and/or privilege-based access control system that, in MVD's sole judgment will serve to identify and authenticate each user in a manner which adequately protects MVD data from unauthorized access, disclosure and/or dissemination.

Personnel

The Department shall notify MVD in writing within two business days of any change in its list of authorized users, including, but not limited to, any subtractions from this list which may occur as a result of the termination of an authorized user's employment, a job transfer, or any other change in status which establishes that the individual no longer requires access to MVD data.

The Department shall also respond immediately to all MVD inquiries concerning its list of authorized users.

Non-exclusivity

This Agreement shall not preclude MVD from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as the Department.

Notification

The Department shall assign a contact person who possesses, at a minimum, the authority to communicate on behalf of and to answer for the Department with respect to this Agreement. The contact person will sign individual user access agreements, receive and distribute user IDs within the Department, and will maintain responsibility for record retention, problem resolution and notification of procedural changes.

The Department shall provide MVD in writing a description of the contact person's scope of authority regarding department operations in general and the activities to be performed under this Agreement in particular. The Department shall advise MVD within two business days of any change in its designated contact person and provide a statement as to that person's scope of authority. All notices to or demands upon MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:

Motor Vehicle Division
Competitive Government Partnerships
Electronic Data Services
P.O. Box 2100, Mail Drop 502M
Phoenix, AZ 85001

Fax: 602-712-3145
Email: eds@azdot.gov

CB
MVD Dept

All notices to or demands upon the Department by MVD will be addressed as specified in Section IV of the Agreement Addendum.

Records

The Department shall maintain a log or register of all MVD records it requests and all MVD records it obtains by virtue of the access provided herein. The Department shall retain this log or register either manually or electronically, along with all other books, papers, records, data, and accounting records relating to this Agreement, for a period of five (5) years; or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with MVD.

Audit and Inspection

The Department understands and agrees that all records described in the preceding section shall be subject to audit and inspection by authorized representatives of MVD or by any law enforcement agency at all times during the term of this Agreement, and for a period of five (5) years thereafter. If MVD determines that an on-site audit or inspection of the Department outside of Arizona is necessary, the Department shall pay for the auditors' travel expenses in an amount equal to the Arizona Department of Administration (ADOA) reimbursement rate for out-of-state travel as authorized by A.R.S. Title 38, Chapter 4, Article 2 and Sections II-D-3 and II-D-6 of the Arizona Accounting Manual prepared by ADOA.

At MVD's sole discretion, the Department shall be required to retain a pre-approved independent professional organization to audit or assess the adequacy of the Department's information technology security procedures, including the methods and practices employed in the processing and use of MVD data. A written report of the results of each audit or assessment shall be provided to MVD within thirty (30) days of its completion. The Department shall have an audit or assessment performed based on a frequency specified by MVD and shall not, without the express written approval of MVD, discontinue or modify this schedule. The Department shall also pay any and all costs associated with such security audits or assessments.

If any security and/or control deficiencies are identified as a result of an audit report, the Department understands and agrees that it must immediately take any and all corrective measures necessary to resolve those deficiencies. Within thirty (30) days of the issuance of the audit report, the Department shall also provide MVD with a written corrective action plan which, in MVD's sole judgment, adequately describes the steps the Department has taken (or will take) in order to fully resolve each and every deficiency identified in a security audit.

Compliance

The Department shall comply with all of the terms set forth in this Agreement, together with all applicable federal and state statutes, rules, and regulations. The Department shall also comply with all relevant policies, procedures and directives made available to the Department by MVD during the

CB /
MVD Dept

course of this Agreement. All Department subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of the Department.

Non-Compliance

If the Department fails to comply as provided above, MVD reserves the right to take any remedial action that it deems necessary and appropriate, including the revocation of the department's account and termination of its Agreement in its entirety. In case of a violation of law, the Agreement shall be subject to immediate termination by MVD.

Cancellation

Either party may cancel this Agreement for cause or convenience upon thirty (30) days prior written notice to the other party. MVD reserves the right to cancel this Agreement at any time, without prior notice, if it determines that the public interest so requires, and the exercise of such right shall be without penalty and without recourse against MVD by the Department or any of its subcontractors.

This Agreement is also subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511.

Except as otherwise directed by MVD, upon receipt of a notice of cancellation or termination (and to the extent specified in such notice), the Department shall:

1. Immediately cease any and all activities previously authorized under this Agreement;
2. Place no further request for records pursuant to this Agreement;
3. Remit any outstanding monies owed to MVD and/or the Portal provider within forty-eight (48) hours; and
4. Ensure that its continued use of any records obtained prior to the effective date of cancellation or termination is restricted solely to the use(s) authorized by this Agreement.

Duration

This Agreement shall commence upon approval by the Motor Vehicle Division Director and execution by both parties, and shall thereafter continue in effect for a term of three (3) years, unless previously canceled or terminated as provided herein. Upon expiration of this three-year period, the parties may mutually agree to extend the term of the Agreement for another three (or fewer) years by entering into a "Joint Letter of Renewal."

Applicable Law and Forum

This agreement shall in all respects be governed by and construed in accordance with the laws of the State of Arizona, without regard to the conflict-of-laws provisions thereof. Any action, suit, claim or dispute arising under or related to this Agreement which the parties are unable to resolve informally shall be brought in the state or federal courts of Arizona.

CB/
MVD Dept

Amendment and Modification of Agreement

The Department shall accept any modification of the Agreement for reasonable cause, if set forth in writing and deemed necessary by MVD. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement.

Non-Assignability

Unless the Department obtains the express written consent of MVD, this Agreement is not assignable to any other entity, in whole or in part.

Waiver/Severability

The Department agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Liability

Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Insurance

Except as provided below, and without limiting any liabilities or any other obligation of the Department, the Department shall purchase and maintain (and cause any relevant subcontractors to purchase and maintain), in a Department or companies lawfully authorized to do business in the State of Arizona, and rated at least A VII in the current A.M. Best's, the minimum insurance coverage below:

> Commercial General Liability, with minimum limits of $1,000,000 per occurrence, and an unimpaired products and completed operations aggregate limit and general aggregate minimum limit of $2,000,000. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and Arizona Department of Transportation as an Additional Insured with reference to this contract.

MVD reserves the right to request and receive certified copies of all policies and endorsements.

CB
MVD Dept

Certificates of Insurance acceptable to MVD shall be issued and delivered prior to the commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and Arizona Department of Transportation as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be suspended, voided, cancelled, reduced in coverage or in limits except after sixty (60) days prior written notice has been given to MVD. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

Failure on the part of the Department to meet these requirements shall constitute a material breach of contract, upon which MVD may immediately terminate this Agreement. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and Arizona Department of Transportation.

If the Department is self-insured by its State, County or Municipality, then this section of the Agreement does not apply. Nevertheless, MVD reserves the right to request and receive evidence of self-insurance.

CB

MVD Dept

Certification

On behalf of the Department identified below, I hereby request approval of this Agreement. I certify that all of the information set forth herein by the Department is true and accurate, and that any records or information obtained from MVD's database(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. I further certify that I have the authority to execute this Agreement on behalf of the Department. I understand that the Department must abide by the provisions of this Agreement if approved by the MVD Director and executed by both parties.

City of Glendale Human Resources

Signature

Jim Loeb

Name Printed

Deputy Director

Title

8/24/06

Date

For MVD USE ONLY

Received this date Aug 25, 2006. Signed Charles Brien

MVD Dept

AUTHORIZATION

On behalf of the Arizona Department of Transportation, Motor Vehicle Division, the authorization requested by City of Glendale Human Resources pursuant to this Agreement (including the attached Addendum) is hereby approved.

DATED THIS 2nd DAY OF September, 2006.

MOTOR VEHICLE DIVISION

Stacey K. Stanton
Director, Motor Vehicle Division
Arizona Department of Transportation

MVD Dept

QDSEE Segment Access Attachment

Name of Company or Agency: City of Glendale Human Resources

Per the Agency's Data Request Form, MVD grants access to the following QDSEE segments:

DM00: Base Segment

Base Segment	Segment Description	Access Granted
DM00	Base Segment	Yes
DM01	Previous License Segment	Yes
DM02	Violation Segment	Yes
DM03	Comment Segment	
DM04	Warrant Segment	Yes
DM05	Driver Improvement Segment	Yes
DM06	Traffic Survival School Segment	Yes
DM07	Financial Responsibility / Mandatory Insurance Segment	
DM08	Financial Responsibility / Proof Segment	
DM09	Mailing Address Segment	
DM10	Traffic Complaint Suspension Segment	Yes
DM11	Permit / Identification License Segment	
DM12	CDLIS Out of State Accident Violation Segment	Yes
DM13	Cross Reference and AKA Names Segment	
DM14	Nonresident Violator Compact Segment	
DM15	Dishonored Check Segment	
DM24	Customer Characteristics Segment	

CB / _____
MVD Dept

Agreed to and Acknowledged by:

Motor Vehicle Division
Electronic Data Services

By: Dricia Dm for
Name: Everett Goodman
Title: Program Manager
Date: 8-31-06

Agreed to and Acknowledged by:

City of Glendale Human Resources

By:
Name: Jim Loeb
Title: Deputy Director
Date: 8/24/06

MVD / Dept

Arizona Department of Transportation

Motor Vehicle Division

1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer
Governor

John S. Halikowski
Director

Stacey K. Stanton
Division Director

December 28, 2009

City of Glendale Human Resources
Attn: Andrew Jennings
5850 W. Glendale Ave, B-56
Glendale, AZ 85301

RE: Joint Letter of Renewal for Expiring Agreement

Dear Mr. Jennings:

This Joint Letter of Renewal serves to extend the Database Access Agreement between City of Glendale Human Resources and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The Agency understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:

Business Contact Person:	Andrew Jennings
Contact Address:	5850 W. Glendale Ave. B-56; Glendale, AZ 85301
Contact Fax:	623-847-5321
Current Contract Date:	August 11, 2009
Name of Company:	City of Glendale Human Resources
Doing Business As:	City of Glendale Human Resources
Business Address:	5850 W. Glendale Ave, B-56; Glendale, AZ 85301
Mailing Address:	5850 W. Glendale Ave. B-56; Glendale, AZ 85301
Telephone Number:	623-930-2920
Addendum: N/A	

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward both copies of this original Letter to the following address:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, 502M
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at eds@azdot.gov or call us at 602-712-7235.

Sincerely,

Tricia Mel
EDS Records Coordinator
Electronic Data Services

Enclosures

The foregoing Joint Letter of Renewal is mutually agreed to:

Motor Vehicle Division

Signature

Brenda Oddy

Name Printed

Program Manager

Title

1-4-10

Date

City of Glendale Human Resources

Signature

Andrew Jennings

Name Printed

Acting Risk Manger

Title

12/31/09

Date

RECEIVED
JAN 04 2010
By

ADOT
Janice K. Brewer
Governor

John S. Halikowski
Director

Arizona Department of Transportation

Motor Vehicle Division

1801 West Jefferson Street Phoenix, Arizona 85007

Stacey K. Stanton
Division Director

January 10, 2011

City of Glendale Human Resources
Attn: Andrew Jennings
5850 W. Glendale Ave, B-56
Glendale, AZ 85301

RE: Electronic Database Access Agreement Amendment

Dear Mr. Jennings:

This letter serves to amend of the Database Access Agreement between **City of Glendale Human Resources** and the Arizona Department of Transportation, Motor Vehicle Division, by adding the "Scrutinized Business Operations" section to the Database Access Agreement. In all other respects, the Agency obligations continue to be governed by the terms and conditions set forth in the current Database Access Agreement.

Scrutinized Business Operations

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the DEPARTMENT (or private contractor) certifies that it does not have a scrutinized business operation in Sudan or Iran. For purposes of this Agreement, the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 and/or § 35-393, as applicable. If ADOT/MVD determines that the DEPARTMENT (or private contractor) submitted a false certification, ADOT may impose remedies as provided by law, including the cancellation or termination of this Agreement.

By signing and returning this Electronic Database Access Agreement Amendment, you are indicating that you understand and will fully comply with the aforementioned Amendment. Please forward both copies of this original Amendment to the following address:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, 502M
Phoenix, AZ 85001-2100

This Amendment must be signed and returned no later than 30 days from the date of this letter

If you have any questions, please contact us by email at eds@azdot.gov or call us at 602-712-7235.

Sincerely,

Brenda Oddy
Program Manager

The foregoing Database Access Agreement Amendment is mutually agreed to:

Motor Vehicle Division

Signature

Brenda Oddy
Name Printed

Program Manager
Title

1-20-11
Date

City of Glendale Human Resources

Signature

Andrew Jennings
Name Printed

Acting Risk Manager
Title

1/13/11
Date

RECEIVED
JAN 20 2011
By EN

AU-005 V2

Arizona Department of Transportation

Motor Vehicle Division

1801 West Jefferson Street Phoenix, Arizona 85007

Janice K. Brewer
Governor

John S. Halikowski
Director

Stacey K. Stanton
Division Director

December 6, 2012

Resent 02/26/2013

City of Glendale Human Resources
Attn: Dianne Shoemake
5850 West Glendale Avenue, Suite B56
Glendale, AZ 85301

RE: Joint Letter of Renewal for Expiring Agreement

Dear Sir:

This Joint Letter of Renewal serves to extend the Database Access Agreement between City of Glendale Human Resources and Arizona Department of Transportation, Motor Vehicle Division (MVD).

The Agency understands and agrees that it shall continue to only access MVD's database(s) in accordance with the terms and conditions set forth in the current Database Access Agreement:

Business Contact Person:	Dianne Shoemake
Contact Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Contact Phone:	(623) 930-2856
Contact Fax:	(623) 847-5321
Contact Email:	dshoemake@glendaleaz.com
Contract Expiration Date:	January 4, 2013
Name of Company:	City of Glendale Human Resources
Doing Business As:	City of Glendale Human Resources
Business Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Mailing Address:	5850 West Glendale Avenue, B56, Glendale, AZ 85301
Telephone Number:	(623) 930-2855

By signing and returning this Joint Letter of Renewal, you are indicating authorization to extend the aforementioned Agreement for an additional 3 years running continuous from the prior Agreement expiration date. Please forward both copies of this original Letter to the following address:

Motor Vehicle Division
Electronic Data Services
P.O. Box 2100, 502M
Phoenix, AZ 85001-2100

If you have any questions, please contact us by email at eds@azdot.gov or call us at 602-712-7235.

Sincerely,

Lauryn Snodgrass
EDS Records Coordinator
Electronic Data Services

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to Arizona Revised Statute (A.R.S.) §§ 28-401 et seq. and § 28-455, as part of the foregoing Database Access Agreement between the Arizona Department of Transportation, Motor Vehicle Division (hereinafter referred to as MVD) and the City of Glendale Human Resources (hereinafter referred to as the Department).

RECITALS

I. The Agreement provides authorization for connectivity to MVD's specified records database(s) by the following Department:

Name of Department: City of Glendale Human Resources
Doing Business As: City of Glendale Human Resources
Business Address: 5850 West Glendale Avenue, B56, Glendale, AZ 85301
Mailing Address: 5850 West Glendale Avenue, B56, Glendale, AZ 85301
Telephone Number: (623) 930-2855

II. In accordance with the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721 – 2725 and A.R.S. Title 28, Chapter 2, Article 5, the Department requests authorization to access MVD's Driver License Database solely for the purpose of carrying out the Department's official functions as a governmental entity pursuant to the following permissible use(s) allowed in A.R.S. § 28-455: (C) 1.

III. In reliance on Recital II, MVD grants the Department authorization to access its Driver License Database via MVRRS, and to thereby retrieve non-restricted records information contained in such databases according to the terms and conditions stated in this Agreement between the parties.

IV. Per this Agreement Addendum, the Department shall have authority to access the above-referenced database(s) by utilizing the approved segment access, which is attached.

V. Per this Agreement Addendum and Batch Specifications Attachment, the Department shall have authority to submit the following batch accounts:
N/A

VI. All notices to or demands upon the Department by MVD shall be in writing and shall be delivered in person, by fax, by email, or by U.S. mail addressed as follows:

Business Contact Person:
Dianne Shoemake
5850 West Glendale Avenue, B56
Glendale, AZ 85301
Fax: (623) 847-5321

VII. This Addendum supersedes the Addendum signed on September 3, 2006.

MVD Dept

The foregoing Joint Letter of Renewal is mutually agreed to:

Motor Vehicle Division	**City of Glendale Human Resources**
	Dianne Shoemake
Signature	Signature
Cassandra Hollins	Dianne Shoemake
Name Printed	Name Printed
Administrative Services Officer, EDS	Risk Manager
Title	Title
	4-9-13
Date	Date

The foregoing Agreement and Addendum are mutually agreed to:

Motor Vehicle Division	**City of Glendale Human Resources**
	Dianne Shoemake
Signature	Signature
Thomas Opalka	Dianne Shoemake
Name Printed	Name Printed
Program Manager	Risk Manager
Title	Title
	4/9/13
Date	Date

MVD Dept

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Brenda S. Fischer
City Manager

ATTEST:

_____
Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Nicholas C. DiPiazza
Acting City Attorney

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION**
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 an intergovernmental agreement (IGA) with the United States Department of Justice, Drug Enforcement Administration (DEA). If approved, this IGA will allow for the assignment of two Glendale detectives to a DEA Task Force in the Phoenix area.

Background

Council has approved IGAs with DEA since 2008. The IGAs allow for the assignment of two Glendale detectives to a DEA Task Force in the Phoenix area. The partnership with DEA assists the Glendale Police Department with staying informed of drug trafficking and its impact to the city. Participation in the Task Force results in sharing of information, which leads to large-scale operations. These operations aid the Glendale Police Department in suppressing drug importation and fighting the sale and use of dangerous drugs and narcotics.

Analysis

This agreement will not impact staffing levels because the detectives work on Glendale cases during their regularly assigned shifts and assist DEA with other investigations on an overtime basis. Overtime is critical due to the complexity of drug investigations.

This item should be considered now because the DEA has requested that the agreement be entered into as soon as possible so they can stay on-track with their budget. Staff is recommending that Council authorize the City Manager to enter into an intergovernmental agreement with the United States Department of Justice, Drug Enforcement Administration.

Previous Related Council Action

On September 11, 2012, Council approved an intergovernmental agreement with DEA to assign two Glendale detectives to the Task Force.

Community Benefit/Public Involvement

Participation in the Task Force promotes close cooperation between the DEA and the Glendale Police Department, which assists with the suppression of drug importation and sales. Removing drug traffickers and the effects of their operations from city neighborhoods is an ongoing priority for law enforcement.

Budget and Financial Impacts

The DEA will pay the overtime costs incurred, up to $17,202.25 annually per detective, as a result of task force activities. Without this IGA, overtime costs for these types of drug investigations would be absorbed by the Police Department's budget.

Attachments

Resolution

Agreement

RESOLUTION NO. 4716 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA) FOR ASSIGNMENT OF TWO GLENDALE POLICE DETECTIVES TO THE PHOENIX DEA TASK FORCE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement (Task Force Agreement) with the United States Department of Justice, Drug Enforcement Administration (DEA) for the assignment of two Glendale police detectives to the Phoenix DEA Task Force for a period of two years be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Council hereby authorizes and directs the Glendale Police Chief, Debora Black, to execute and deliver any and all necessary documents on behalf of the Glendale Police Department to effectuate these assignments.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_pd_dea

PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
THE CITY OF GLENDALE

This agreement is made this 30th day of September, 2013, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and The City of Glendale, Arizona Municipal Corporation (hereinafter "City"), acting through the Glendale Police Department (hereinafter "GPD"). DEA, City and GPD are referred to herein individually as "Party" and collectively as "Parties". The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Tucson Task Force Group 2 (Officer detailed to Phoenix Task Force Group 3), and DEA Phoenix Task Force Group 3 will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

2. To accomplish the objectives of the DEA Phoenix Task Force Group 3 the GPD agrees to detail two (2) experienced Officers to the Task Force for a period of not less than two years. During this period of assignment, the GPD Officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The GPD Officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The GPD Officers assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force Group 3, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD Officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the DEA Phoenix Task Force Group 3, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the GPD Officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to the GPD Officers assigned to the DEA Phoenix Task Force Group 3 for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently $17,202.25), per officer. ***Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

11. The GPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the GPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 29, 2014. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____

Douglas W. Coleman
Special Agent in Charge

For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department:

_____ Date _____

Debora Black
Chief of Police

ATTEST:

_____

City Clerk (Seal)

APPROVED AS TO FORM:

_____

Acting City Attorney

Attachment

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate 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 Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit "Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department, 6835 N. 57th Dr., Glendale, AZ 85301

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Debora Black, Chief

5. Signature

6. Date

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE**
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 an agreement with the United States Department of Justice (DOJ) for the equitable sharing of Racketeering Influenced Corrupt Organizations (RICO) assets.

Background

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

Analysis

Staff is recommending that City Council authorize the City Manager to enter into an agreement with the DOJ for the equitable sharing of RICO assets.

Previous Related Council Action

On August 14, 2012, Council authorized the City Manager to enter into the annual agreement with the DOJ for the equitable sharing of RICO assets seized on criminal cases worked by the Police Department. This is an annual agreement that the cityhas been entering into for over 20 years.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

If this agreement is not signed, the Glendale Police Department will not be able to collect assets seized on criminal cases worked in conjunction with federal agencies. Over the past five years, the Glendale Police Department has seized approximately $173,242.40 in federal RICO assets.

Attachments

Resolution

Agreement

RESOLUTION NO. 4717 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN EQUITABLE SHARING AGREEMENT WITH THE DEPARTMENT OF JUSTICE CONCERNING SHARED ASSETS INVOLVING THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Equitable Sharing Agreement and Certification with the Department of Justice concerning shared assets involving the Glendale Police Department be entered into, which agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_pd_doj_EquitSharing13

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◉ **Police Department** ◯ **Sheriff's Office** ◯ **Task Force (Complete Table A)**
◯ **Prosecutor's Office** ◯ **National Guard Counterdrug Unit** ◯ **Other**

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: Glendale Police Department - Glendale, AZ

NCIC/ORI/Tracking Number: A Z 0 0 7 1 3 0 0

Mailing Address: 6835 N. 57th Drive

City: Glendale **State:** AZ **Zip:** 85301

Finance Contact: First: Paula Last: Coombs
Phone: 623 930 3046 E-mail: pcoombs@glendaleaz.com

Preparer: First: Paula Last: Coombs
☒ Same as Finance Contact Phone: 623 930 3046 E-mail: pcoombs@glendaleaz.com

Independent Public Accountant: E-mail: dennis.osuch@cliftonlarsonallen.com

Last FY End Date: 06/30/2013 **Agency Current FY Budget:** $63,207,465.00

◯ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$278,904.14	
2	Federal Sharing Funds Received	$22,309.65	
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◯ Interest Bearing ◉	$1,189.64	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$302,403.43	$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	$13,259.92	$0.00
8	Ending Balance (difference between line 7 and line 6)	$289,143.51	$0.00

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)	$13,259.92	
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	**Total**	$13,259.92	$0.00
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
K-9 expenses	$5,231.20	
Auto maintenance	$104.92	
Landfill Search Operation Meals	$7,923.80	

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯ Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head		**Governing Body Head**	
Signature:		Signature:	
Name:	Debora Black	Name:	Brenda S. Fischer
Title:	Chief of Police	Title:	City Manager
Date:		Date:	
E-mail:	dblack@glendaleaz.com	E-mail:	bfischer@glendaleaz.com

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

pcoombs@glendaleaz.com

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: E-mail the XML file to aca.submit@usdoj.gov
Step 4: Fax THIS *SIGNED* PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY
Entered by _____

Entered on _____

○ FY End: 06/30/2013

Date Printed: September 03, 2013 10:25

◉ NCIC: AZ0071300 Agency: Glendale Police Department - Glendale, AZ Phone: 623 930 3046

○ State: AZ Finance Contact: Paula Coombs E-mail: pcoombs@glendaleaz.com

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**MEMORANDUM OF UNDERSTANDING WITH THE MESA POLICE DEPARTMENT**
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 memorandum of understanding (MOU) with the Mesa Police Department. The MOU is for the training of two Glendale Police officer recruits through the City of Mesa's Police Basic Training Academy.

Background

Police officer recruits are required to complete a training academy program that meets Arizona Peace Officer Standards and Training Board (AZPOST) standards. The City of Mesa operates an academy that meets those standards and is approved by AZPOST. Two Glendale Police officer recruits began the Mesa Police Basic Training Academy on July 8, 2013. The scheduled graduation date for the two Glendale Police officer recruits is November 21, 2013. Following graduation, the officers will complete a one-week post-academy, followed by a 14-week field training program, both conducted by the Glendale Police Department.

Analysis

The Arizona Law Enforcement Academy (ALEA) is most commonly used by the City of Glendale Police Department for police officer recruit training. There is no cost to the city to use ALEA. In response to the economic downturn, ALEA reduced the number of classes they offered; therefore, ALEA did not have availability in the academy when the two Glendale Police officer recruits were hired, so the recruits were sent to the Mesa Police Basic Training Academy. The cost for each officer to attend Mesa's Academy is $500. To avoid utilizing the Mesa Academy and the cost involved, Glendale Police Department has reserved five recruit spots in the next-available ALEA academy in November 2013 and reserved recruit spots through 2014 to meet their training needs.

The Glendale Police Department has hired lateral officers who received their training at the Mesa Police Basic Training Academy. Glendale Police Department staff has also visited the Mesa Academy on several occasions and approved of the program.

Staff is recommending that Council authorize the City Manager to enter into an MOU with Mesa Police Department.

CITY COUNCIL REPORT

Budget and Financial Impacts

Funding is available in the Public Safety Sales Tax Fund.

Cost	Fund-Department-Account
$1,000	**1700-12310-518200, Public Safety Sales Tax**

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. 4718 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 CITY OF MESA ENTITLED "MEMORANDUM OF UNDERSTANDING MESA POLICE BASIC TRAINING ACADEMY" FOR THE TRAINING OF TWO GLENDALE POLICE RECRUIT OFFICERS THROUGH THE CITY OF MESA'S BASIC TRAINING POLICE ACADEMY.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement entitled "Memorandum of Understanding Mesa Police Basic Training Academy" for the training of two Glendale Police Recruit Officers through the City of Mesa's Basic Training Police Academy be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager, or her designee, and the City Clerk are hereby authorized and directed to execute and deliver any and all necessary documents 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 _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

iga_pd_mesa

MEMORANDUM OF UNDERSTANDING
MESA POLICE BASIC TRAINING ACADEMY

This Memorandum of Understanding (MOU) is entered into by and between the Mesa Police Department (Mesa) and the Glendale Police Department (Glendale); (collectively referred to as the Parties).

The Parties enter into this MOU to outline their responsibilities with respect to Mesa providing training space for 2, police recruits in Mesa's Basic Training Police Academy beginning July 8, 2013.

1. Mesa will provide 2 positions for 2 recruit officers to attend the Mesa Police Basic Training Academy class beginning July 8, 2013.

2. Glendale shall pay to Mesa five hundred dollars ($500.00) per recruit to reserve a position for each recruit in the Academy class. The $500.00 fee is nonrefundable and does not represent the cost of training, but is an amount deemed necessary by Mesa to reserve a position in the Academy class.

3. Mesa reserves the right in its sole discretion to decide whether the Glendale recruits maintain the academic standings necessary to continue in the Academy class.

4. Mesa also retains the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all police academy participants.

5. Glendale recruits shall be treated in the same manner as Mesa recruits for purposes of training, academics, ethics and discipline. Should the need arise for an investigation of the actions of a Glendale recruit, for example, an Internal Affairs investigation, Glendale will investigate their own recruits.

6. Upon request, Glendale agrees to provide instructors or administrative assistance to the Mesa Academy. Such assistance is to be provided in consultation with and concurrence with Glendale.

7. Glendale understands and agrees that the curriculum will consist of the standard Mesa Police Department training program for Mesa Police Department officers. Although some facilitation of cross-training on Glendale materials may occur, the curriculum shall focus on the policies and procedures of the Mesa Police Department.

8. Mesa will provide original training records for each Glendale recruit to Glendale upon completion of the Academy or termination of the recruits' attendance at the Mesa Academy. Mesa will maintain records of lesson plans,

class rosters, and other documentation common to the class as a whole consistent with the requirements of State law.

9. Glendale shall provide workmen's compensation insurance, salary, benefits, weapons, ammunition and uniforms for Glendale recruits.

10. Each entity or agency shall assume the responsibility and liability for the acts and omissions of its own deputies, officers, agents, or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no entity or agency shall be considered the agent of the other entity or agency. Each entity or agency shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership, agency relationship, or joint powers authority between the Parties.

11. The laws of the State of Arizona shall govern this MOU. Venue will be in the Maricopa County Superior Court unless otherwise agreed to between the Parties.

12. To the extent applicable, Mesa reserves all rights to cancel this MOU for possible conflicts of interest under ARS 38-511, as amended.

13. To the extent applicable, pursuant to ARS 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation, as defined in ARS 35-391 and 35-393, in either Sudan or Iran.

14. To the extent provisions of ARS 41-4401 are applicable, the Parties warrant that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under ARS §23-214(A).

A. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this MOU.

B. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this MOU or any related subcontract to ensure compliance with the warranty given above.

C. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

D. A Party will not be considered in material breach of this MOU if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

15. This MOU may be amended only by the mutual written consent of authorized representatives for all Parties.

16. This MOU may be terminated at any time by either Party by mailing the other Party written notice of termination by certified mail. In the event that a Party decides to terminate this MOU, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

17. This MOU is effective when signed by the Parties.

18. Any notice to be given under this MOU shall be sent to the Parties listed below.

Signed and attested to this ____ day of _____, 2013.

City of Mesa	City of Glendale
_____	_____
Frank L. Milstead, Chief of Police	Debora Black, Chief of Police
Approved as to form:	Approved as to form:
_____	_____
Mesa Police Staff Attorney	Staff Attorney

MPD 10-17-2012

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**ACCEPTANCE OF THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AWARD**
Staff Contact:	**Debora Black, Police Chief**

Purpose and Recommended Action

This is a request for Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the 2013 Edward Byrne Memorial Justice Assistance Grant award in the approximate amount of $86,334. If approved, the grant funding will be used toward a portion of the cost of replacing the current Computer Aided Dispatch (CAD) and Records Management System (RMS) with a more advanced system.

Background

The city has received almost $1.5 million in Edward Byrne Memorial Justice Assistance Grants since 2005. In honor of New York Police Officer Byrne, who died in the line of duty, a major U.S. Department of Justice initiative was titled the Edward Byrne Memorial Justice Assistance Grant Program. The Department's Bureau of Justice Assistance (BJA) administers this program, which allows states and local governments to support a broad range of activities to prevent and control crime and to improve the justice system. It has been nearly 20 years since state and local law enforcement first began applying for the program named after this young fallen hero.

This grant funding is available to Arizona state, local, and tribal efforts for use in preventing or reducing crime and violence. Maricopa County serves as the fiscal agent for this pass-through grant. The amount awarded each city is based on the population and crime statistics of the community.

The grant funding will be used toward a portion of the cost of replacing the current Computer Aided Dispatch (CAD) and Records Management System (RMS) with a more advanced system. The replacement CAD and RMS software includes modules for booking, records management, dispatch, field reporting, property and evidence management and crime analysis. The improved CAD and RMS system will help prevent or reduce crime and violence by enabling the Glendale Police Department to better analyze trends, link crimes, indentify suspects, make arrests, and improve the quality of field reporting. The estimated completion date for the replacement of the CAD and RMS is early 2014.

Analysis

A total of $1,129,776 of Edward Byrne Memorial Justice Assistance Grant funding has been received and used toward the CAD/RMS project. The remainder of the grant funding received over the years has been used for aircards for patrol cars and the encryption of radios.

It is important that this item go forward now, because several of the other agencies have already accepted their funding and Maricopa County has requested the City of Glendale return the agreement as soon as possible, so that the city can accept the award at the federal level and receive funding as soon as possible.

Staff is recommending that City Council authorize the City Manager to accept the 2013 Edward Byrne Memorial Justice Assistance Grant in the approximate amount of $86,334.

Previous Related Council Action

On May 8, 2012, Council approved the acceptance of $94,222 from the 2012 Edward Byrne Memorial Justice Grant.

On October 25, 2011, Council authorized the expenditure of up to $5,600,000 for the purchase and implementation of a new CAD and RMS system for the Police Department.

Budget and Financial Impacts

This is one-time funding by the U.S. Department of Justice. There is no financial match required for this grant. This funding will be used to lower the amount that was previously allocated for this project. A specific account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

Attachments

Resolution

Agreement

RESOLUTION NO. 4719 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM IN THE APPROXIMATE AMOUNT OF $86,334 FOR THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens that the grant documents accepting the funding from the 2013 Edward Byrne Memorial Justice Assistance Grant Program be entered into in the approximate amount of $86,334 on behalf of the Glendale Police Department.

SECTION 2. That the City Manager is authorized to execute and deliver and any and all necessary documents on behalf of the Glendale Police Department. In the event additional grant funding is made available to the City of Glendale, the City Manager is hereby further authorized to execute and deliver any necessary documents to accept the additional funding.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_pd_jag13

GMS APPLICATION NUMBER: 2013-H4079-AZ-DJ (Mandatory)

CONTRACT NO_____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING
AMONG
CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE, CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF SCOTTSDALE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2013 LOCAL SOLICITATION (CFDA #16.738)

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

WHEREAS, this MOU is made under the authority of A.R.S. §§11-201, -251:

WHEREAS, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

WHEREAS, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:

Section 1

COUNTY agrees to receive $1,287,217 from the JAG award for the Maricopa County JAG Program.
COUNTY agrees to pay City of Avondale a total of $24,702 of JAG funds.
COUNTY agrees to pay City of Chandler a total of $51,115 of JAG funds.
COUNTY agrees to pay Town of Gilbert a total of $14,674 of JAG funds.
COUNTY agrees to pay City of Glendale a total of $86,334 of JAG funds.
COUNTY agrees to pay City of Goodyear a total of $7,948 of JAG funds.
COUNTY agrees to pay City of Mesa a total of $127,177 of JAG funds.
COUNTY agrees to pay City of Peoria a total of $19,566 of JAG funds.
COUNTY agrees to pay City of Phoenix a total of $632,462 of JAG funds.
COUNTY agrees to pay City of Scottsdale a total of $28,126 of JAG funds.
COUNTY agrees to pay City of Tempe a total of $59,798 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

Section 2

COUNTY agrees to use $235,315 for the JAG Program until September 30, 2016.

Section 3

1. **Term**. This Agreement shall be in effect for the term of the FY2013 JAG grant, being October 1, 2012 through September 30, 2016, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.

2. **Obligations of the COUNTY**. The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
   A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
   B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.

3. **Obligations of the CITIES and TOWNS.** During the term of this Agreement;
   A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
   B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
   C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.

4. **DISCLAIMER**. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.

5. **NON-AVAILABILITY OF FUNDS**. Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

6. **NOTICES.** Notices provided under this Agreement shall be directed to the following persons:

The **COUNTY**: Alice Bustillo C/O County Manager's Office 301 W. Jefferson Street, 10th Floor Phoenix, AZ 85003 602-372-7059 Fax: 602-506-1642	The CITY of **AVONDALE** Name: Kimberly Martinez Address: 11465 West Civic Center Drive Address: Address: City/St/Zip: Avondale AZ 85323 Phone: 623-333-1000 Fax: 623-333-0100
The CITY of **CHANDLER** Name: Judy Mandt Address: Chandler Police Department Address: Mail Stop 303 Address: PO Box 4008 City/St/Zip: Chandler AZ 85244-4008 Phone: 480-782-4085 Fax: 480-782-4086	The TOWN of **GILBERT** Name: Joseph Go Address: 75 E. Civic Center Dr Address: Address: City/St/Zip: Gilbert AZ 85296 Phone: 480-635-7060 Fax: 480-497-4943
The CITY of **GLENDALE** Name: Kristy Baker Address: 6835 N. 57th Drive Address: Address: City/St/Zip: Glendale AZ 85301 Phone: 623-930-3212 Fax: 623-847-1399	The CITY of **GOODYEAR** Name: Christine McMurdy Address: City Manager's Office Address:190 North Litchfield Road Address: City/St/Zip: Goodyear AZ 85338 Phone: 623-882-7806 Fax: 623-882-7077
The CITY of **MESA** Name: Bill Kalaf Address: Mesa Police Department Address: P.O. Box 1466 Address: City/St/Zip: Mesa AZ 85211 Phone: 480-644-5365 Fax: 480-644-2857	The CITY of **PEORIA** Name: Teresa Corless Address: City of Peoria Police Department Address: 8351 W. Cinnabar Avenue Address: City/St/Zip: Peoria, AZ 85345 Phone: 623-773-7035 Fax: 623-773-7015

The CITY of **PHOENIX** Name: Gary Turner Address: Phoenix Police Department Address: 4th Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613	The CITY of **SCOTTSDALE** Name: Melissa Miller Address: Scottsdale PD Headquarters Address: 8401 E. Indian School Rd. Address: City/St/Zip: Scottsdale AZ 85251 Phone: 480-312-1979 Fax: 480-312-7891
The CITY of **TEMPE** Name: Miyoung Kim Address: C/O Tempe Police Department - OMBR Address: 120 E. 5th Street Address: City/St/Zip: Tempe AZ 85281 Phone: 480-350-8358 Fax:	

Section 4

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 5

CONFLICT OF INTEREST. This MOU is subject to A.R.S. §38-511.

Section 6

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

Section 7

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

Section 8

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

Section 9

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all 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.

Section 10

Mutual Indemnification. Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Deputy County Attorney, Civil Svcs Div Date	**MARICOPA COUNTY** **By:** _____ Andrew Kunasek **Its:** Chairman of the Board of Supervisors **Attest:** _____ Fran McCarroll, Clerk of the Board **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Avondale City Attorney Date	**CITY OF AVONDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Chandler City Attorney Date	**CITY OF CHANDLER** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Gilbert Town Attorney Date	**TOWN OF GILBERT** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel. _____ Glendale City Attorney Date	**CITY OF GLENDALE** **By:** _____ Type Name: _____ **Its:** _____ **Attest:** _____ **DATE:** _____

CITY OF GOODYEAR

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: _____

Its: _____

Attest: _____

_____

Goodyear City Attorney Date

DATE: _____

CITY OF MESA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: _____

Its: _____

Attest: _____

_____

Mesa City Attorney Date

DATE: _____

CITY OF PEORIA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: _____

Its: _____

Attest: _____

_____

Peoria City Attorney Date

DATE: _____

CITY OF PHOENIX

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: _____

Its: _____

Attest: _____

_____

Phoenix City Attorney Date

DATE: _____

CITY OF SCOTTSDALE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: _____

Its: _____

Attest: _____

_____

Scottsdale City Attorney Date

DATE: _____

GMS APPLICATION NUMBER: 2013-H4079-AZ-DJ (Mandatory)

	CITY OF TEMPE
This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.	**By:** _____
	Type Name: _____
	Its: _____
	Attest: _____
_____	
Tempe City Attorney Date	**DATE:** _____

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**ACCEPTANCE OF 2011 REALLOCATED GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY**
Staff Contact:	**Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the 2011 reallocated grant funds from the Arizona Department of Homeland Security (AZDOHS) in the approximate amount of $130,361.

Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant Funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, and equipment to enhance communication efforts, as well as to develop preparedness training and to enhance prevention and intervention programs.

As part of the grant process, if agencies are unable to spend the entire amount of the awarded grant funds, the unused portion is returned to the state and deposited into a collective fund to be reallocated. Other agencies may then submit project requests to compete for this funding. The Glendale Fire and Police Departments submitted project requests and were selected as recipients of 2011 reallocated grant funds.

Analysis

The Glendale Fire Department will be receiving $81,160 in reallocated grant funds that will assist the Technical Rescue Team (TRT) program and the Terrorism Liaison Officer (TLO) program. The funds will be used to purchase safety equipment for the TRT program and a new response vehicle for the TLO program.

The Glendale Police Department will be receiving $49,201 in reallocated grant funds that will assist in bomb response and the mobile unified command center. The funds will be used to purchase a mast camera for a bomb response vehicle and update communication equipment in the mobile unified command center.

It is important that this item move forward now so that the funds can be spent before the expiration. The performance period for these reallocated grant funds will expire on June 30, 2014.

CITY COUNCIL REPORT

Previous Related Council Action

Council has accepted grants annually from the AZDOHS since 2003.

Budget and Financial Impacts

The reallocated grant funds total $130,361. There are no matching funds required for this grant. The only ongoing cost is associated with the TLO program vehicle and costs for this vehicle will be covered by the Fire Resource Management Budget, 1000-12433- 532400.

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

Grant 888809-03 Fire TRT

Grant 888809-04 Fire TLO

Grant 888810-04 Police RRT

Grant 888810-05 Police RRT

RESOLUTION NO. 4720 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF FOUR FFY 2011 HOMELAND SECURITY GRANT PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF $81,160 ON BEHALF OF THE GLENDALE FIRE DEPARTMENT AND AN APPROXIMATE AMOUNT OF $49,201 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 accepts two FFY 2011 Homeland Security Grant Program Award-REALLOCATION Grants on behalf of the Glendale Fire Department for the following projects:

1. Project Title: 2011 Glendale Fire TRT Equipment & Training
   Grant Agreement Number: 888809-03
   Amount: $21,660

2. Project Title: Phoenix UASI TLO Sustainment – Glendale Fire Department
   Grant Agreement Number: 888809-04
   Amount: $59,500

SECTION 2. That the City Council of the City of Glendale hereby accepts two FFY 2011 Homeland Security Grant Program Award-REALLOCATION Grants on behalf of the Glendale Police Department for the following projects:

1. Project Title: Phoenix UASI Rapid Response Team – Glendale Police Department
   Grant Agreement Number: 888810-04
   Amount: $28,500

2. Project Title: Phoenix UASI Rapid Response Team – Glendale Police Department
   Grant Agreement Number: 888810-05
   Amount: $20,701

SECTION 3. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grants 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 _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

g_fire_homeland_2011

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

July 15, 2013

Chief Mark Burdick
Glendale Fire Department
5800 W. Glenn Dr. Suite # 350
Glendale, AZ 85301-2471

Subject: FFY 2011 Homeland Security Grant Program Award-REALLOCATION
Grant Agreement Number: **888809-03**
Project Title: **2011 Glendale Fire TRT Equipment & Training**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2011 Glendale Fire TRT Equipment & Training**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$21,660.** The grant performance period is **July 1, 2013 through June 30, 2014.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

1. Two original Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before September 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be

completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
  - In compliance with grant guidance and the subgrantee agreement.
  - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
  - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
  - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: BC Jeff McMenemy

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **888809-03** Sub-Recipient: **Glendale Fire Department**

Project Title: **2011 Glendale Fire TRT Equipment & Training**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Fire Department**
   Point of Contact: **BC Jeff McMenemy**

   Sub-recipient Address:
   Street: **5800 W. Glenn Dr. Suite # 350**

   City/State/Zip: **Glendale, AZ 85301-2471**

   Head of Agency: **Chief Mark Burdick**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-4401**

   E-mail Address: **mburdick@glendaleaz.com**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **$21,660** Total Dollar Amount Awarded: **$21,660**

6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website: **1.4.1, 5.1.1, 5.2.1**

7. Identify the primary National Priority that is supported by this project from the drop down box below: **National Priorities**

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
   Ongoing

9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
   Yes, Program can be funded incrementally in phases of 25% 50% 75% or 100%. 100% funding will allow for the greatest level of protection for the program as designed for this grant cycle

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
    UASI Region to include equipment, personnel, as well as the City of Glendale Fire Department. Glendale Police @ 623-764-8-83: Surprise Fire Brenden Espie @ 602-292-0256: Glendale Fire MMRS at @ 623-930-4448:; and Peoria Fire Tom Pendley @ 602-809-4179

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	BC Jeff McMenemy		7/23/2013
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness	Susan Dzbanko		
	Print Name	Signature	Date

This form is to be signed and returned.

STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Fire Department **888809-03**

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$1,660.00	$1,660.00	$1,660.00
Training	$20,000.00	$20,000.00	$20,000.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$21,660.00	$21,660.00	$21,660.00

STATE OF ARIZONA
Department of Homeland Security
2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Glendale Fire Department 888809-03

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	The following items will continue the enhancement of Glendale's RRT (hazardous materials and technical rescue) capabilities. The capabilities are in line with National standards and will allow for a coordinated response to man made and natural disasters within the Region and as part of the State Response Plan. This project increases Regional response capabilities, not just in Glendale, but for other RRT's and jurisdictions as well.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
01SW-02-FTWR	water rescue footware	2	$50.00	$100.00	Susan Dzbanko	2	$100.00
01SW-02-GLOV	water rescue gloves	2	$30.00	$60.00	Susan Dzbanko	2	$60.00
01SW-02-SUIT	wet suit for TRT members	2	$300.00	$600.00	Susan Dzbanko	2	$600.00
01SW-04-SPFD	Personal Flotation Device for TRT members	2	$150.00	$300.00	Susan Dzbanko	2	$300.00
01UR-01-HLMT	TRT rescue helmet with goggles and lights	2	$300.00	$600.00	Susan Dzbanko	2	$600.00

Totals For Glendale Fire Department Contract Number 888809-03 *Requested* $1,660.00 *Approved* $1,660.00

STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Fire Department

888809-03

Training - Budget Detail Worksheet

Homeland Security Strategy Objectives (EXAMPLE : 1.1.0) and Action Item(s) Numbers (EXAMPLE:1.1.4) that relate to this project.

None Entered

FEMA Approved Training Class and Course Number andTitle and/or Training Event:

AZ-001-RESP Hazardous Material Response: Technician or AZ-004-RESP Technical Rescue Training

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

Location to be in AZ sponsered by a Phoenix Regional program Partner. trainig to conducted at Phoenix Special Operations facility and at Glendales Regional Public Training Center- Contact Ron Jamison Phoenix Fire Department

How does the requested training support FEMA mission scope to prepare presonnel to prevent, protect, respond to and recover from all critical hazards?

The mission of RRT is to respond to terrorist/CBRNE Incidents utilizing fire personnel that are specially trained and equipped to mitigate, render safe and stop criminal acts, as quickly as possible, to prevent or minimize loss of life or serious injury to the public.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mass Search and Rescue Operations Deliver traditional and atypical search and rescue capabilities, including personnel, services, animals, and assets to survivors in need, with the goal of saving the greatest number of endangered lives in the shortest time possible. Training-1. Continue training for new and existing personnel. 2. Develop and implement mass search and rescue operations training.

Mission Area: Respond

Training Level: Preformance

	Backfill Overtime		*Workshops / Conf*		*Contrtrs / Consults*		*Supplies*		*Travel*		*Other*		*Total*	
# of Deliverables	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
2	$7,000	$7,000.00	$3,000	$3,000.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0.00		
Subtotals:	$14,000	$14,000.00	$6,000	$6,000.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$20,000	$20,000.00
Training Totals:	$14,000	$14,000.00	$6,000	$6,000.00	$0	$0.00	$0	$0.00	$0	$0.00	$0	$0.00	$20,000	$20,000.00

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2011 Reallocation

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources <u>without the prior approval of AZDOHS/FEMA</u>, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. <u>Construction activities shall not be initiated prior to the full environmental and historic preservation review</u>.

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

July 15, 2013

Chief Mark Burdick
Glendale Fire Department
5800 W. Glenn Dr. Suite # 350
Glendale, AZ 85301-2471

Subject: FFY 2011 Homeland Security Grant Program Award-REALLOCATION
Grant Agreement Number: **888809-03**
Project Title: **2011 Glendale Fire TRT Equipment & Training**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2011 Glendale Fire TRT Equipment & Training**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$21,660.** The grant performance period is **July 1, 2013 through June 30, 2014.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

1. Two original Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before September 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.

- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.

- Reimbursements are limited to approved quantities and funding thresholds.

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).

- If your project requires an Environmental and Historic Preservation (EHP) review, this must be

completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
  - In compliance with grant guidance and the subgrantee agreement.
  - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
  - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
  - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: [redacted]

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

SUBGRANTEE AGREEMENT-REALLOCATION

11-AZDOHS-HSGP-888809-03

Between

The Arizona Department of Homeland Security
And

Glendale Fire Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Glendale Fire Department

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **July 1, 2013** and shall terminate on **June 30, 2014**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
" 2011 Glendale Fire TRT Equipment & Training"

and funded at **$ 21,660** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall:

a) Provide up to **$ 21,660** to the subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, the exercise host subrecipent is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.

d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs
The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Mark Burdick
5800 W. Glenn Dr. Suite #350
Glendale Az 85301

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Glendale Fire Department

Authorized Signature above

Mark Burdick Fire Chief

Print Name & Title above

7/23/13

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

July 15, 2013

Chief Mark Burdick
Glendale Fire Department
5800 W. Glenn Dr Ste. #350
Glendale, AZ 85301-3218

Subject: FFY 2011 Homeland Security Grant Program Award-REALLOCATION
Grant Agreement Number: **888809-04**
Project Title: **Phoenix UASI TLO Sustainment - Glendale Fire Department**

Dear Chief Mark Burdick:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Phoenix UASI TLO Sustainment - Glendale Fire Department**" has been funded under the URBAN AREA SECURITY INITIATIVE for **$59,500.** The grant performance period is **July 1, 2013 through June 30, 2014.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

1. Two original Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before September 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.

- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.

- Reimbursements are limited to approved quantities and funding thresholds.

- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).

- If your project requires an Environmental and Historic Preservation (EHP) review, this must be

completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
  - In compliance with grant guidance and the subgrantee agreement.
  - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
  - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
  - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Captain Troy Lutrick

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: **888809-04** Sub-Recipient: **Glendale Fire Department**

Project Title: **Phoenix UASI TLO Sustainment - Glendale Fire Department**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Fire Department**
   Point of Contact: **Captain Troy Lutrick**

   Sub-recipient Address:
   Street: **5800 W. Glenn Dr Ste. #350**

   City/State/Zip: **Glendale, AZ 85301-3218**

   Head of Agency: **Chief Mark Burdick**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-4400**

   E-mail Address: **MBurdick@glendaleaz.com**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen Information Sharing and Collaboration Capabilities**

5. Total Dollar Amount Requested: **$59,500** Total Dollar Amount Awarded: **$59,500**

6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website:
   1.4.1, 5.1.1, 5.2.1

7. Identify the primary National Priority that is supported by this project from the drop down box below:
   NP 4. Strengthen Information Sharing and Collaboration Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
   New

9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
   No.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
    Phoenix UASI region to include equipment, personnel, as well as the City of Glendale Fire, Glendale Police- Matt Lively 623-764-8083, Peoria Fire, Phoenix Fire & Police.

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact	Captain Troy Lutrick		7/23/13
	Print Name	Signature	Date
Strategic Planner or Assistant Director Planning & Preparedness	Susan Dzbanko		
	Print Name	Signature	Date

This form is to be signed and returned.

STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL WORKBOOK

Glendale Fire Department **888809-04**

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$59,500.00	$59,500.00	$59,500.00
Training	$0.00	$0.00	$0.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$59,500.00	$59,500.00	$59,500.00

STATE OF ARIZONA
Department of Homeland Security
2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Glendale Fire Department **888809-04**

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	The Equipment identified will support the TLO function and mission and increase the capability of the team members to communicate with the Fusion Center and all participating agencies within the region during critical incidents or events involving critical infrastructures. The Equipment identified will support the TLO function and mission and increase the capability of the team members to communicate with the Fusion Center and all participating agencies within the region during critical incidents or events involving critical infrastructures. This vehicle will include a full Code 3 response package, security system and be appropriately outfitted for All Hazards response environment. Upon delivery a combination of new and existing necessary response equipment will be used to complement our TLO fleet.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
06CP-01-MOBL	**Mobile dual band radio**	1	$7,000.00	$7,000.00	Susan Dzbanko	1	$7,000.00
12VE-00-MISS	**Specialized mission CBRNE response vehicle w/ Code 3 response**	1	$52,500.00	$52,500.00	Susan Dzbanko	1	$52,500.00

Totals For Glendale Fire Department Contract Number 888809-04 *Requested* $59,500.00 *Approved* $59,500.00

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2011 Reallocation

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources <u>without the prior approval of AZDOHS/FEMA</u>, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources arc discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. <u>Construction activities shall not be initiated prior to the full environmental and historic preservation review</u>.

SUBGRANTEE AGREEMENT-REALLOCATION

11-AZDOHS-HSGP-__888809-04__

Between

The Arizona Department of Homeland Security
And

Glendale Fire Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Glendale Fire Department

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **July 1, 2013** and shall terminate on **June 30, 2014**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
" Phoenix UASI TLO Sustainment - Glendale Fire Department"

and funded at **$ 59,500** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall:

a) Provide up to **$ 59,500** to the subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, the exercise host subrecipent is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.

d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. INDEMNIFICATION

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Mark Burdick
Glendale Fire Department
5800 W. Glendale Dr. Suite #350
Glendale AZ 85301

XXXX. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Glendale Fire Department

Authorized Signature above

Mark Burdick Fire Chief

Print Name & Title above

7/23/13

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Alexander, Roxanne

From: Frey, Patty
Sent: Tuesday, July 30, 2013 10:18 AM
To: Tonya Wiertzema
Cc: 'Cathy'; Frey, Patty; Alexander, Roxanne
Subject: RE: Project checklist - xray service

Tonya, please mail 3 signed contracts to our fire administration address:

Glendale Fire Administration
C/o Roxanne Alexander
5800 W. Glenn Drive, Suite 350
Glendale, Arizona 85301

Also we will need to be re-invoiced for the contract amount of $4950. Thank you

---

From: Frey, Patty
Sent: Tuesday, July 30, 2013 8:49 AM
To: Tonya Wiertzema
Cc: Frey, Patty; 'Cathy'
Subject: FW: Project checklist - xray service
Importance: High

Hi Tonya, attached is the service contract. Please review. If okay, I will need 3 signed originals sent back to me. Also be advised, the contract is based on the $4950 price. If you require we go with the invoiced amount of $5800 I will need to go out for 2 other bids. Please call me with questions. Best number is my cell @ 623-826-6032. Thank you.

From: Alexander, Roxanne
Sent: Monday, July 29, 2013 10:28 AM
To: Frey, Patty
Cc: Higgins, Jim
Subject: RE: Project checklist - xray service

Patty: Attached is the Service Agreement from our attorney's office on the X-ray machine annual service. Please forward it to them for approval. Contact me with any questions. - Roxanne

---

From: Frey, Patty
Sent: Tuesday, June 18, 2013 11:14 AM
To: Alexander, Roxanne
Cc: Higgins, Jim; Frey, Patty
Subject: Project checklist - xray service
Importance: High

Hi Roxanne, I have attached the project checklist for a service agreement we want to go into the beginning of this next fiscal year with Custom X-Ray. This will be for preventative maintenance on the Health Center's Digital X-Ray machine. I have put the hardcopies in your in box. Sorry for the delay. I am hoping this can be pushed through legal expeditiously.

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

July 15, 2013

Chief Debora Black
Glendale Police Department
6835 N. 57th Dr.
Glendale, AZ 85301-3218

Subject: FFY 2011 Homeland Security Grant Program Award-REALLOCATION
Grant Agreement Number: 888810-04
Project Title: Phoenix UASI Rapid Response Team - Glendale Police Department

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **"Phoenix UASI Rapid Response Team - Glendale Police Department"** has been funded under the URBAN AREA SECURITY INITIATIVE for **$28,500.** The grant performance period is **July 1, 2013 through June 30, 2014.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

1. Two original Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before September 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be

completed, submitted and approved by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
  - In compliance with grant guidance and the subgrantee agreement.
  - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
  - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
  - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Richard Bradshaw

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: 888810-04 Sub-Recipient: **Glendale Police Department**

Project Title: **Phoenix UASI Rapid Response Team - Glendale Police Department**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Police Department**
   Point of Contact: **Lt. Richard Bradshaw**

   Sub-recipient Address:
   Street: **6835 N. 57th Dr.**

   City/State/Zip: **Glendale, AZ 85301-3218**

   Head of Agency: **Chief Debora Black**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-3285**

   E-mail Address: **dblack@glendaleaz.com**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **$28,500** Total Dollar Amount Awarded: **$28,500**

6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website:
   1.4.1, 5.1.1, 5.2.1

7. Identify the primary National Priority that is supported by this project from the drop down box below:
   NP 6. Strengthen CBRNE Detection, Response and Decontamination Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
   New

9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
   No.

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
    UASI region to include equipment, personnel, as well as the City of Glendale PD.. Glendale Fire. Jeff McMenemy, 602-882-0434, Goodyear PD, Jeff Marcy, 623-693-0066, Peoria PD, Doug Steele, 602-390-7103, Chuck Mount, Phoenix PD, 602-768-6218.

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

	Print Name	Signature	Date
Project Point of Contact	Lt. Richard Bradshaw	LT. [illegible]	7-22-2013
Strategic Planner or Assistant Director Planning & Preparedness	Susan Dzbanko		

This form is to be signed and returned

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7030 Fax: (602) 364-1521 www.azdohs.gov

STATE OF ARIZONA
Department of Homeland Security
2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Glendale Police Department **888810-04**

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$28,500.00	$28,500.00	$28,500.00
Training	$0.00	$0.00	$0.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$28,500.00	$28,500.00	$28,500.00

STATE OF ARIZONA
Department of Homeland Security
2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Glendale Police Department 888810-04

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	The following items will continue the enhancement of Glendale's RRT (SWAT and EOD) capabilities. The capabilities are in line with national standards and will allow for a coordinated response to mand made and natural disasters within the region and as part of the State Response Plan. This project increases regional response capabilities not just for Glendale but for other RRT's and jurisdictions as well.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
04MD-01-VCAM	Mast Camera for Bomb Vehicle	1	$28,500.00	$28,500.00	Susan Dzbanko	1	$28,500.00

Totals For Glendale Police Department Contract Number 888810-04 *Requested* $28,500.00 *Approved* $28,500.00

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2011 Reallocation

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources <u>without the prior approval of AZDOHS/FEMA</u>, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. <u>Construction activities shall not be initiated prior to the full environmental and historic preservation review</u>.

SUBGRANTEE AGREEMENT-REALLOCATION

11-AZDOHS-HSGP-888810-04

Between

The Arizona Department of Homeland Security
And

Glendale Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Glendale Police Department

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **July 1, 2013** and shall terminate on **June 30, 2014.** The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
" Phoenix UASI Rapid Response Team - Glendale Police Department"

and funded at **$ 28,500** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall:

a) Provide up to **$ 28,500** to the subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

RECEIVED JUL 26 2013

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, the exercise host subrecipent is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.

d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc…or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. **AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. **RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. **CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. **THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. **AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. **ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. **RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. **LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. **NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. **SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. **SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. **ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. **INDEMNIFICATION**

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. **TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. **PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. **SPECIAL CONDITIONS**

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. **NOTICES**

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Kristy Baker
Glendale Police Department
6835 N. 57th Dr.
Glendale, AZ 85301

XXXX. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Glendale Police Department

Debora Black

Authorized Signature above

Debora Black, Police Chief

Print Name & Title above

July 22, 2013

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Gilbert M. Orrantia

Director

8/2/13

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Governor Janice K. Brewer

State of Arizona
Department of Homeland Security

Director Gilbert M. Orrantia

July 15, 2013

Chief Debora Black
Glendale Police Department
6835 N. 57th Dr.
Glendale, AZ 85301-3218

Subject: FFY 2011 Homeland Security Grant Program Award-REALLOCATION
Grant Agreement Number: **888810-05**
Project Title: **Phoenix UASI Rapid Response Team - Glendale Police Department**

Dear Chief Debora Black:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled **"Phoenix UASI Rapid Response Team - Glendale Police Department"** has been funded under the URBAN AREA SECURITY INITIATIVE for **$20,701.** The grant performance period is **July 1, 2013 through June 30, 2014.** This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

1. Two original Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).
4. Complete NIMSCAST at www.fema.gov/nimscast. Per Federal Grant Guidance, sovereign nations are required to provide their respective State Administrative Agency access to their NIMSCAST data. For more information on NIMSCAST, contact Mariano Gonzalez at mariano.gonzalez@azdema.gov, or (602) 464-6327. No hard copy required.

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 above is not signed and received by AZDOHS on or before September 30, 2013 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template, which was updated as of 10/1/2012. Previous versions of the quarterly report form/template will not be accepted.
- Subgrantees are required to submit a copy of their annual A133 Audit to AZDOHS each year. Subgrantees will not receive any positive action by AZDOHS, to include payment of reimbursements, until the A133 Audit has been received and, if applicable, an approved an action plan for compliance.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds must be P25 capable and programmed in accordance with the Arizona's State Interoperable Priority Programming Guide Channels, which include standard names for national channels as identified in the National Interoperability Field Operations Guide (NIFOG).
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be

completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.

- All projects that support exercises must be:
  - In compliance with grant guidance and the subgrantee agreement.
  - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
  - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
  - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.

- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,

Gilbert M. Orrantia
Director

Cc: Lt. Richard Bradshaw

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

This form is to be signed and returned.

Grant #: 888810-05 Sub-Recipient: **Glendale Police Department**

Project Title: **Phoenix UASI Rapid Response Team - Glendale Police Department**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Police Department**
   Point of Contact: **Lt. Richard Bradshaw**

   Sub-recipient Address:
   Street: **6835 N. 57th Dr.**

   City/State/Zip: **Glendale, AZ 85301-3218**

   Head of Agency: **Chief Debora Black**
   Authorized individual has delegated authority to make application on behalf of the agency.
   Phone#: **623-930-3285**

   E-mail Address: **dblack@glendaleaz.com**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **Phoenix UASI**

4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities**

5. Total Dollar Amount Requested: **$20,701** Total Dollar Amount Awarded: **$20,701**

6. Enter the 2011-2014 State Homeland Security Strategy Objectives (EXAMPLE: 1.1.0) and Action Item(s) Numbers (EXAMPLE: 1.1.4) that relate to this project. To learn more about the strategy visit this website: **1.4.1, 5.1.1, 5.2.1**

7. Identify the primary National Priority that is supported by this project from the drop down box below:
   NP 5. Strengthen Interoperable Communications Capabilities

8. Is this project new or ongoing? If the project is ongoing, identify the corresponding projects and funding amounts for each year as applicable. Also, for the current grant cycle, please identify, if any, requests for funding from other funding sources i.e. EOC, EMPG etc.
   New

9. Can partial funding be accepted? If so, at what specific dollar amount(s), items, and quantities? Be sure to list the order of priority.
   No

10. Please list the multiple jurisdictions and/or disciplines served by this project. Include POC information for each partnering agency.
    UASI region to include equipment, personnel, as well as the City of Glendale PD.. Glendale Fire. Jeff McMenemy, 602-882-0434, Goodyear PD, Jeff Mercy, 623-693-0066, Peoria PD, Doug Steele, 602-390-7103, Chuck Mount, Phoenix PD, 602-768-6218.

APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

	Print Name	Signature	Date
Project Point of Contact	Lt. Richard Bradshaw	LT. Richard Bradshaw	7-22-2013
Strategic Planner or Assistant Director Planning & Preparedness	Susan Dzbanko		

This form is to be signed and returned.

1700 West Washington Street Phoenix, Arizona 85007
Office: (602) 542-7030 Fax: (602) 364-1521 www.azdohs.gov

STATE OF ARIZONA

Department of Homeland Security

2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Glendale Police Department **888810-05**

Application Summary

Award Funded As Follows:

	Requested Amounts	*Recommended Amounts*	*Awarded Amounts*
Equipment	$20,701.00	$20,701.00	$20,701.00
Training	$0.00	$0.00	$0.00
Exercise	$0.00	$0.00	$0.00
Planning	$0.00	$0.00	$0.00
M & A	$0.00	$0.00	$0.00
Organization	$0.00	$0.00	$0.00
Award Totals	$20,701.00	$20,701.00	$20,701.00

STATE OF ARIZONA
Department of Homeland Security
2011 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL WORKBOOK

Glendale Police Department **888810-05**

Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdoha.gov.

Brief Description and Utilization:	The Glendale Police Department's mobile Unified Command Center is in need of a technology upgrade. It currently has 18 public safety radios installed. We use a product from Cisco called IPICS to allow the 21 computer stations in the UCC to both talk on the radio channels from the PC's and patch radio channels together in a talk group. IPICS was installed in late 2006 and this version 2.1 is no longer supported by Cisco. The current version 4.6 will be supported by Cisco and gives us additional features that could enhance the capabilities of the UCC such as mobile device communications using IPhones and Androids. In the event that radio communication goes down, this allows for cellular phones to be used as a radio platform for voice and media.

AEL #	*Item Description*	*Quantity*	*Cost*	*Total Cost*	*AZDOHS Approved*	*Approved Quantity*	*Approved Cost*
03CP-02-BRDG	Cisco IPICS Upgrade v 4.0	1	$20,701.00	$20,701.00	Susan Dzbanko	1	$20,701.00

Totals For Glendale Police Department Contract Number 888810-05 *Requested* **$20,701.00** *Approved* **$20,701.00**

State of Arizona
Department of Homeland Security

Governor Janice K. Brewer

Director Gilbert M. Orrantia

FFY 2011 Reallocation

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

> The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources <u>without the prior approval of AZDOHS/FEMA</u>, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. <u>Construction activities shall not be initiated prior to the full environmental and historic preservation review</u>.

SUBGRANTEE AGREEMENT-REALLOCATION

11-AZDOHS-HSGP-888810-05

Between

The Arizona Department of Homeland Security
And

Glendale Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Glendale Police Department

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **July 1, 2013** and shall terminate on **June 30, 2014**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled
" Phoenix UASI Rapid Response Team - Glendale Police Department"

and funded at **$ 20,701** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall:

a) Provide up to **$ 20,701** to the subrecipient for services provided under Paragraph III.

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

RECEIVED JUL 26 2013

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS by March 31st.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the grant guidance Office of Management and Budget (OMB) Circulars Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html.

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfr225_07.html. Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars/a133/a133.html.

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at http://149.168.212.15/mitigation/Library/44_CFR-Part_13.pdf. U.S. Department of Homeland Security Authorized Equipment List (AEL), at https://www.rkb.mipt.org/ael.cfm 2 CFR Part 215, Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

d) 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulators; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence System Operating Policies; Part 42, Non-discrimination Equal Employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and Local Government.

Included within the above mentioned guidance documents are provisions for the following:

NIMSCAST
The subrecipient agrees to complete the National Incident Management System Compliance Assistance Support Tool (NIMSCAST) and remain in compliance.

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed

reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance and DHS Program Guide. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: http://www.gao.state.gov.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Sole or Single Source procurement agreement, unless prior written approval is granted by the AZDOHS.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with grant guidance. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, the exercise host subrecipent is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes as described in the guidance and application. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or plant.

c) A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and/or a useful life of more than one year. When use of the Capital Asset for project activities is discontinued, the subrecipient shall request/receive authorization from AZDOHS prior to disposition.

d) A Property Control Form shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. Nonexpendable Property and Capital Assets must be included on the Property Control Form. When disposition of Nonexpendable Property and Capital Assets occurs the subrecipient shall submit an updated Property Control Form to AZDOHS.

e) Upon submission of the final quarterly programmatic report the subrecipient must file with the AZDOHS a copy of the Property Control Form. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

f) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

(1) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.

(2) Adequate maintenance procedures must be developed to keep the property in good condition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with Grant Guidance.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report Format template, which is posted at www.azdohs.gov. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XXXIX, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. **AGREEMENT RENEWAL**

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XV. **RIGHT TO ASSURANCE**

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVI. **CANCELLATION FOR CONFLICT OF INTEREST**

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVII. **THIRD PARTY ANTITRUST VIOLATIONS**

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XVIII. **AVAILABILITY OF FUNDS**

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XIX. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XX. **PARTIAL INVALIDITY**

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXI. **ARBITRATION**

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXII. **GOVERNING LAW AND CONTRACT INTERPRETATION**

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIII. **ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph X, REPORTING REQUIREMENTS; provided; however, that the AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXIV. **RESTRICTIONS ON LOBBYING**

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXV. **LICENSING**

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. **NON-DISCRIMINATION**

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVII. **SECTARIAN REQUESTS**

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVIII. **SEVERABILITY**

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXIX. **ADVERTISING AND PROMOTION OF AGREEMENT**

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXX. **OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL**

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential sub-recipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXI. **CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS**

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXII. **INDEMNIFICATION**

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as claims) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

XXXIII. **TERMINATION**

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXIV. **CONTINUATION OF PERFORMANCE THROUGH TERMINATION**

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXV. **PARAGRAPH HEADINGS**

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVI. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVII. **AUTHORITY TO EXECUTE THIS AGREEMENT**

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVIII. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that U.S. Department of Homeland Security and the AZDOHS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XXXIX. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing be delivered in person or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic notices relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov.

The subrecipient shall submit reimbursement requests relative to this Agreement to the appropriate the AZDOHS staff; contact information at www.azdohs.gov

The AZDOHS shall address all notices relative to this Agreement to:

Glendale Police Department
6835 N. 57th Dr
Glendale Az 85301
Attn: Krisly Baker

XXXX. **IN WITNESS WHEREOF**

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Glendale Police Department

Debora Black

Authorized Signature above

Debora Black, Police Chief

Print Name & Title above

July 22, 2013

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia

Gilbert M. Orrantia

Director

8/2/13

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

CITY COUNCIL REPORT

Meeting Date: **9/10/2013**
Meeting Type: **Voting**
Title: **AMENDMENT TO CITY COUNCIL MEETING RULES AND PROCEDURES**
Staff Contact: **Kristen Krey, Council Services Administrator**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing an amendment to the City Council Meeting Rules and Procedures.

Background

At the August 20, 2013 City Council Workshop, the Council reviewed and discussed draft guidelines for including a prayer/invocation to be placed on the voting meeting agenda. The Council then approved guidelines for the prayer/invocation which have been added to the City Council Meeting Rules and Procedures.

Previous Related Council Action

At the August 20, 2013 Workshop, Council reviewed and discussed the draft prayer/invocation guidelines and directed staff to update the Council Meeting Rules and Procedures.

At the June 18, 2013 Workshop, Council discussed having a prayer at Council meetings and the need to have guidelines.

At the February 21, 2013 Retreat, Council discussed having a prayer at Council meetings.

At the February 5, 2013 Workshop, Council discussed a moment of silence versus prayer.

Attachments

Resolution

Council Meeting Rules and Procedures

RESOLUTION NO. 4721 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" AND THE GUIDELINES FOR PUBLIC HEARING ITEMS AND CITIZEN COMMENTS.

WHEREAS, the Mayor and City Council adopted the "Council Meeting Rules and Procedures" by Resolution No. 3136 New Series on July 8, 1997; and

WHEREAS, the Council of the City of Glendale wishes to ensure that order and decorum at all meetings of the Council be preserved to allow the orderly conduct of the business of the meetings and to provide all persons in attendance a fair opportunity to provide input to the Council and to City administration.

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

SECTION 1. That the certain documents known as the Glendale City Council "Council Meeting Rules and Procedures" and the guidelines for public hearing items and citizen comments, three (3) copies of which are on file in the office of the City Clerk of the City of Glendale, Arizona, are hereby referred to, adopted, and made a part hereof as if fully set forth in this resolution.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

c_MtgRules&Proced

GLENDALE CITY COUNCIL

COUNCIL MEETING RULES AND PROCEDURES

SECTION 1 – RULES, PURPOSE AND EFFECT

1.1 The Council's meetings must be noticed and conducted in accordance with applicable open meetings statutes and other law.

1.2 These rules and procedures are adopted by the Council of the City of Glendale, under the Council's authority provided by the Charter and by law to determine its own rules, order of business, and to regulate the conduct of its meetings. Where not inconsistent with these rules and procedures, the current version of *Robert's Rules of Order* will be used as a supplementary guideline and general parliamentary procedure will be observed in the conduct of the Council's meetings.

1.3 The Mayor, or a majority of the council, may suspend strict observance of these rules and procedures and any applicable provision of *Robert's Rules* for the timely and orderly progression of the meeting.

SECTION 2 – PRESIDING OFFICER

2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.

2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules.*

SECTION 3 – ORDER OF BUSINESS

3.1 The order of business at regular meetings of the Council ordinarily will be as follows:

Call to order – Pledge of Allegiance
Prayer/Invocation
Approval of Minutes
Proclamations and Awards
Consent Agenda

Order of Business, continued

Land Development Actions
Bids and Contracts
Liquor Licenses
Ordinances
Resolutions
New Business
Boards and Commissions
Request for Future Workshop and Executive Session
Citizen Comments
Council Comments and Suggestions
Adjournment

3.2 The Mayor, or a majority of the Council, may decide to consider items out of sequence from the printed agenda for the meeting. The Council cannot act on any items not listed on the agenda unless an emergency exists.

3.3 The consent agenda matters are of a routine nature or matters which previously have been studied by the Council at a work session and may be adopted by one motion. Other than introduction of the items by the City Manager, there will be no discussion of separate items, unless members of the Council request that a specific item be discussed and considered separately.

3.4 Prayer/Invocation at Council Voting Meetings

1. In order to solemnize proceedings of the City Council, it is the policy of the City Council to allow for an invocation or prayer to be offered at its meetings for the benefit of the City Council and the community.

2. These guidelines allow for an invocation, which may include prayer, reflective moment of silence, or short solemnizing message.

3. No member of the Council, employee of the City, or any other person in attendance at the meeting shall be required to participate in any prayer or invocation that is offered.

4. The prayer/invocation shall be voluntarily delivered by any person who has offered

5. The speaker shall not receive compensation for his or her service.

6. No speaker shall proselytize or otherwise openly seek to promote certain aspects of doctrine or faith; openly advocate or campaign for conversion of individuals or groups; or

openly advance any faith, belief, doctrine, or dogma. No prayer/invocation shall disparage the religious faith or non-religious views of others.

7. It is recommended that the prayer/invocation be 2 minutes in length.

8. These guidelines are not intended, and shall not be implemented or construed in anyway, to affiliate the City Council with, nor express the Council's preference for, any faith or religious denominations. Rather, these guidelines are intended to acknowledge and express the City Council's respect for the diversity of both organized and unorganized religious denomination, as well as other faiths represented and practiced among the citizens of the City of Glendale.

9. Anyone violating of these guidelines is subject to disqualification from offering future prayers/invocations.

10. As adopted by Council, the City Council Meeting Rules and Guidelines state that the Mayor is the presiding officer of the meetings and as such:

> "**SECTION 2 – PRESIDING OFFICER**
>
> 2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.
>
> 2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules.*

Therefore, the Mayor shall advise the speaker that their time is up in order to keep with the orderly operation of the meeting.

11. In no event shall a speaker be scheduled to offer a prayer/invocation at consecutive meetings of the Council.

12. In no event shall a speaker offer the prayer/invocation more than 3 times in one fiscal year. Similarly, no speaker from the same denomination, faith or sect shall speak more times than 3 in one fiscal year.

13. Neither the Council nor staff shall engage in any inquiry, examination, restriction, review of, or involvement in, the content of any prayer to be offered.

14. In the event that there is no scheduled speaker to offer the prayer/invocation, the agenda shall include a Moment of Silence.

15. The following shall be included on every agenda

"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."

16. City officials should not give the impression that they are expressing an official City religion, are speaking on the City's behalf or that City residents attending the meeting are expected to participate in the prayer/invocation.

Process:

17. The Mayor's office will maintain a list of volunteers.

18. Volunteers will be able to sign up via the website, a hard copy request form also available on the website, or submitted in person to a representative of the Mayor's office at 5850 W. Glendale Ave.

19. As the requests are received they will be placed in that order. The speakers will be contacted in order of date and then time received and requested to speak at a future meeting of the Council.

20. The Mayor's office will follow up with letter setting forth the date and time that the speaker should be prepared to offer the invocation/prayer. Additionally, the letter will remind the intended speaker that the prayer/invocation being offered cannot seek to proselytize in favor of one religion or sect or disparage another region or belief.

SECTION 4 – WORKSHOP MEETINGS

4.1 The Council may conduct workshop meetings or study session on matters which are expected to come before the Council for formal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes.

4.2 At workshop meetings the Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed when items are considered further at another workshop meeting or a regular meeting of Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.

4.3 Final action on items is not taken at workshop or study sessions. No formal vote of the Council in favor or against any agenda item may be taken at a workshop or study session.

4.4 Workshops are not public hearings. On public hearing items, public testimony will be taken before Council action on the item at a regular meeting. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.

SECTION 5 – ADDRESSING THE COUNCIL, REGULAR MEETINGS AND PUBLIC HEARINGS

5.1 Any person wishing to address the Council, on a public hearing item or other agenda item, must fill out a speaker card and turn it in to the City Clerk, indicating the speaker's name, address, and the agenda item on which he or she wishes to speak. Persons wishing to speak under "Citizen Comments" should designate a subject matter on which they will speak. On agenda items that are not scheduled for public hearing, brief public comment may be allowed, time permitting. The time permitted for such public comment by each speaker will be limited as provided for public hearing items. The Mayor may close the public comment on non-public hearing agenda items, even if not all interested parties have spoken, or end the time for comment by a speaker, to allow the meeting to proceed.

5.2 The time for each speaker's comments during a public hearing will be limited to a maximum of five minutes. Speakers may be limited to less than five minutes apiece in consideration of the number of people wishing to speak, the length of the agenda, the number of public hearing items, and the timely and orderly progression of the meeting. Applicants on public hearing items and their attorneys, representatives, experts and supporting witnesses are not necessarily limited to a total of five minutes, but must be concise and coordinate their presentations to avoid repetition and unnecessary length. At the discretion of the Chair, rebuttal comments by the applicant or applicants' representative may be allowed. If allowed, rebuttal comments will address matters and questions raised in the public hearing, answers to questions by Council, and must be brief. Other than any rebuttal, no person will be allowed to address the Council after the public hearing is closed or after a motion is made on a non-public hearing item, without first securing the permission to do so.

5.3 Speakers on any items, whether a public hearing, other item on the agenda, or Citizen Comments, should address their comments to matters pertinent to the agenda item or subject matter at hand and should avoid repetition of the comments of previous speakers on the item. Simply stating agreement with the points raised by the prior speaker(s) will help move the meeting along so that all who wish to speak have the opportunity to do so

within a reasonable time. Large groups whose members wish to speak on a matter may designate a spokesperson.

5.4 The purpose of public comment is to provide information and the speaker's views for Council consideration. Any questions raised by the speaker will not be answered by Council during the public hearing, but will be referred for follow-up by the City Manager or City staff after the conclusion of the public hearing. It is not appropriate in the public hearing or public comment period on another agenda item for the speakers to debate the matter under consideration with other speakers, the audience, or members of the Council. All comments should be addressed through the Chair. Questions may be posed to the speakers, any applicant's representatives, and City staff, by the Council, after being recognized by the Chair. Except when answering a direct question from a Councilmember, all remarks will be addressed to the Council as a whole, and not to individual members.

5.5 Proper decorum must be observed by members of the Council, by speakers in providing testimony and remarks, and by the audience. The Mayor 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 Mayor, 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 Mayor.

5.6 Exhibits, letters, petitions and other documentary items presented or shown to the Council on a public hearing item become part of the records of the public hearing. Eleven collated sets of written or graphic materials should be provided by the speaker prior to the commencement of the hearing to allow for distribution to the Mayor and Council, key City staff, and a copy for the City Clerk to include in the public record of the hearing, whenever possible. Reduced copies (8 ½ x 11 or 8 ½ x 14) of large graphic exhibits should be provided as part of the sets of materials for distribution to the Council, staff, and for the record. This requirement may be waived for signed petitions submitted by neighborhoods or other citizen groups, although these groups also are encouraged to provide eleven sets of petitions where possible.

CITY COUNCIL REPORT

Meeting Date: **9/10/2013**
Meeting Type: **Voting**
Title: **AMENDMENTS TO CITY COUNCIL GUIDELINES**
Staff Contact: **Kristen Krey, Council Services Administrator**

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing an amendment to the City Council Guidelines.

Background

At the August 13, 2013 City Council Meeting, Council approved implementation of the items listed below and amending the Council Guidelines. This action is completed and the relevant document and resolution are attached.

1. **Vice Mayor** – Amend the **City Council Guidelines (Section 8)** via a resolution of the City Council to reflect a calendar year term as opposed to a fiscal year (January to January).

2. **Council Subcommittees** – Amend the **City Council Guidelines (Section 9)** via a resolution of the City Council to reflect a two year term limit for membership of Councilmembers on Council subcommittees.

3. **Council Items of Special Interest** – Amend the **City Council Guidelines (Section 2, item #4)** via resolution of the City Council to reflect more time to respond to Council Items of Special Interest to indicate a 60 day timeline of the item with an update at 30 days to indicate the progress and status of the item, and a final recommendation within 60 days.

Previous Related Council Action

The City Council Guidelines adopted on May 26, 2009 and revised on January 8, 2013 were discussed at the Annual City Council Retreat held on February 21, 2013. At that meeting, Council considered several protocol and process items. Several Workshop meetings were held to discuss amendments and revisions to the City Council documents attached. At the August 13, 2013 Council Voting Meeting, action was taken implementing these items.

Attachments

Resolution City Council Guidelines

RESOLUTION NO. 4722 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE "SECOND AMENDMENT TO GLENDALE, AZ CITY COUNCIL GUIDELINES."

WHEREAS, the Mayor and City Council adopted the "Glendale, AZ City Council Guidelines" by Resolution No. 4269 New Series on May 26, 2009; and

WHEREAS, the Mayor and City Council adopted "Amended Glendale AZ City Council Guidelines" by Resolution No. 4635 on January 8, 2013; and

WHEREAS, the Mayor and the City Council agree that Glendale, AZ City Council Guidelines previously adopted and amended are, and continue to be, fundamentally important to the effective conduct of the public's business; and

WHEREAS, the Second Amendment to Glendale, AZ City Council Guidelines represents an agreed upon set of behaviors that will be evident in the performance of the Mayor's and City Council's duties as policy makers and representatives of their constituencies.

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

SECTION 1. That the document known as the "Amended Glendale, AZ City Council Guidelines," is hereby amended as "Second Amendment to Glendale, AZ City Council Guidelines," three copies of which are on file in the office of the City Clerk, and is hereby adopted and said copies are ordered to remain 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 _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager
c_guidelines amended

May 09

Glendale, AZ

City Council Guidelines

r. a. bowers & associates

City Council Guidelines
City of Glendale, AZ
Adopted: May 26, 2009
Amended: January 8, 2013

INTRODUCTION

The Mayor and City Council agree to the following as fundamentally important to the effective and efficient conduct of the public's business. The Guidelines as adopted represent an agreed upon set of behaviors that will be evident in the performance of their duties as policy makers and representatives of their constituencies.

GLOSSARY OF TERMS

To avoid confusion in understand the intent of this document the following defines important terms being used:

- Council… The Council shall consist of a mayor and six (6) other members to be elected by the qualified electors of the City of Glendale.
- Councilmember… refers to each individual constituting the Council and includes the Mayor unless specifically excluded or referred to by the title Mayor.
- Mayor… The Mayor is the chairman of the Council and presides over its deliberations. When it is necessary to specifically identify the Mayor as separate from the other Councilmembers, the term "Mayor" is used.

1. STAFF ASSISTANCE FOR COUNCILMEMBERS

The City Manager's office will respond to requests from Councilmembers for information, assistance or research calling for multi departmental involvement. City Manager will designate staff to assign these requests to appropriate City staff and to track progress on the assignments. Councilmembers must use this process when contacting the City Manager's office for assistance.

Requests that involve more than eight hours of staff work by non-Council staff, a multi-department approach or expenditure of city monies other than budgeted Council funds must go through the process for placement of an item on the Workshop Agenda. The staff will be responsible for reporting such requests to the City Manager's office where the designee will notify the Councilmember(s) who made the original request.

2. PLACING ITEMS OF SPECIAL INTEREST ON A WORKSHOP AGENDA

1. "City Council Workshop Items of Special Interest" is listed on every Workshop agenda. This item will be a standing item and will be placed last on the Workshop agenda.

2. Under that agenda item, Councilmembers may indicate topic(s) they would like to have discussed by the Council at a future Workshop and the reason for their interest. The Council does not discuss the new topics at the Workshop where they are introduced.
3. Each item introduced is referred to the City Manager for preparation of a brief initial assessment report including resources required, impact on other projects, relationship to work program priorities and Council strategies, and other related observations.
4. Effective 08/13/2013, in 60 days the City Manager, or designated management staff, will report back to the Council on each item during a regularly scheduled Workshop. An update will be provided at 30 days to indicate the progress and status of the item and a final recommendation within the 60 days. If for any reason, a Workshop is not scheduled shortly after the 60 day time period, the report will be presented at the next regularly scheduled Workshop. Council will then discuss to determine if they want to pursue any item further through more detailed analysis and/or policy action.
5. Council gives direction to the City Manager regarding the disposition of items discussed.

   (Above section amended January 8, 2013 by Resolution, No. 4635 New Series)

3. COUNCILMEMBER BUDGET/EXPENSES

Each Councilmember elected from a district is provided $18,000 each budget year for various expenses that have benefit to the City of Glendale and meet applicable budget expenditure laws. For example, the monies may be used for postage, attending conferences and seminars, equipment, and newsletters. Items purchased are for the use of the Councilmembers during their tenure, for City business only, and remain the property of the City of Glendale. All bidding requirements and conditions of the City's Purchasing Ordinance must be met. Monies not expended may not be carried over to subsequent years. The Mayor is not included in this appropriation.

4. COUNCIL DISTRICT IMPROVEMENT FUNDS

Each Councilmember elected from a district is provided $15, 000 each budget year for projects related to the placement, replacement or enhancement of facilities or equipment within the City of Glendale. The Mayor is not included in this appropriation.

When a Councilmember determines a use for the funds, Council staff requests information from the relevant department. The department obtains cost estimates based on the project scope as outlined by the Councilmember. After cost estimates

have been obtained, a Council staff completes a District Improvement form and sends to the Councilmember for comment and approval.

Departmental staff is responsible for making sure that all requirements of the City's Purchasing Ordinance have been met. If necessary, the assigned staff will be responsible for preparation, approval of and monitoring of agreements or contracts**.**

The Council Services Administrator must approve requests or other financial documents.

The Council staff retains copies of the related paperwork to follow up and assure that District Improvement funds are properly tracked.

The District Improvement fund accounts are charged for all expenses associated with the project with the exception of departmental charge backs for internal labor expenses.

Ongoing maintenance costs of capital projects enabled through this funding mechanism must be paid from related district funds in future years.

5. CITY TRAVEL POLICY

The Council agrees to conform to the regulations that govern all City employees on this matter. Accordingly, the current City Travel Policy is attached and will be replaced as changes are made in the future. *See attachment A: City Travel Policy, 6th Revision, 11/02/07*

6. OFFICIAL INVITATION EXPENSES

The City will cover expenses for any Councilmember and a guest at local events when the Councilmember and guest are jointly invited and the Councilmember is serving in an official capacity. The City does not otherwise reimburse Councilmembers for expenses incurred by their guests.

7. COUNCIL RETREAT

At a mutually agreed upon date, the Council will hold an annual retreat to discuss Council goals and other important issues.

8. SELECTION AND RESPONSIBILITIES OF THE VICE MAYOR

The Vice Mayor is selected by a majority vote of the Council. Effective August 13, 2013, at the first workshop of January of each year the Council will consider the appointment of a Vice Mayor for the year, with the Vice Mayor serving a calendar year term (January to January). At that workshop nominations for Vice-Mayor will be discussed by the Council. If nominations are indicated by Councilmembers at the workshop, a formal nomination and selection process will be placed on the agenda for the next regular voting meeting following the workshop.

If the Vice Mayor vacates the position for any reason, the selection for replacement will proceed in a timely fashion following the process above and the selected Councilmember will serve for the remainder of the one-year term.

> ***City Charter: Sec. 7. Vice mayor.***
> *The Council shall designate one (1) of its members as vice mayor, who shall serve in such capacity at the pleasure of the council. The vice mayor shall perform the duties of the mayor during the mayor's absence or disability. (3-15-88)*

9. COUNCIL COMMITTEES

At the first Workshop of June each year, the Council will appoint membership to standing Council committees for the following fiscal year. The Mayor will ask the Councilmembers to indicate on which committee they wish to serve.

Each committee will be comprised of three members. The members of each committee will select their own chairperson at their first committee meeting. Councilmembers may not serve as Chairperson of more than one committee at a time unless the number of committees is greater that the number of Councilmembers. In that case, the limit is two chairmanships.

Effective August 13, 2013 a two-year consecutive term limit, with appointment annually for membership of councilmembers on Council subcommittees begins.

If new Councilmembers are seated prior to the annual selection of committee membership, the new Councilmembers will fill vacant committee positions for the remainder of the one-year term.

If any Councilmember wishes to add, delete or adjust any committee, the process indicated in City Council Guidelines, Section 2, "*Placing Items of Special Interest on Workshop Agenda*" is followed.

10. BOARD AND COMMISSION APPOINTMENTS

Board and Commission members will be appointed to serve by the Council in accordance with the Ordinance related to each Board and Commission. When vacancies occur, Councilmembers making recommendations to the Council are required to forward the application and his/her written recommendation to the government Services Committee. The Government Services Committee will be responsible for reviewing the applications and making recommendations. The Committee will forward recommendations for Board and Commission membership and Chair designation to the full Council for discussion at Executive Session. The Council will approve Board and Commission members and the respective Chairs unless otherwise prescribed by ordinance. The appointment will be made when the majority of the Council agrees with a recommendation and a vote taken at a Regular Council meeting.

An appointment is made when the majority of the Councilmembers agree with a recommendation and a vote is taken at a Regular Council meeting. When consensus cannot be reached, the Councilmember will be responsible for bringing forward another nomination. Councilmembers should recommend appointment of individuals from their geographical district. If the district councilmember believes that an exception should be made, the issue shall be brought to the full Council for consideration.

If a Board or Commission member is not carrying out their assigned duties, it is the responsibility of the Councilmember who recommended the appointment of the individual to counsel the member.

If a Board or Commission member has been properly counseled and is still not carrying out their assigned duties, the Code of Ethics addresses the removal of Board or Commission members for cause as follows, “Inappropriate behavior can lead to removal. Inappropriate behavior by a Board or Commission member should be communicated to the Chair of the Government Services Committee who will communicate to the Councilmember who presented the member for appointment. If inappropriate behavior continues, the situation will be brought to the attention of the Council and the individual is subject to removal from the Board or Commission in accordance with any applicable ordinance.”

11. CONSTITUENT CONTACTS IN ANOTHER COUNCILMEMBER’S DISTRICT

As a courtesy, Councilmembers agree to keep each other informed of requests, telephone or personal contacts with constituents, businesspersons, etc., which may be of interest to another Councilmember or will impact them.

12. WRITTEN COMMUNICATIONS FROM COUNCILMEMBERS

"City letterhead may be used only when the Councilmember is representing and speaking on behalf of the City and within the Councilmember's official capacity. A copy of official correspondence should be given to the council office and mayor's office staff to be maintained as a public record." *Sec. 4.c, Code of Conduct*

If the council member is representing the City, that Councilmember must consistently support and advocate the City's official position on an issue and cannot foster or further a personal viewpoint that is inconsistent with the official City position.

13. STATE/FEDERAL LOBBYING

"If a Councilmember appears before another governmental agency or organization to give a statement on an issue, the council member must clearly state 1) whether his or her statement reflects personal opinion or is the official stance of the City; 2) whether this is the majority or minority opinion of the council." *Sec. 4.a, Code of Conduct*

14. VIOLATIONS AND SANCTIONS

A. Process

(1) The first and most important step in this section is the requirement that the offended Councilmember address the concern with the offending Councilmember including a description of the specific action observed, the relationship of that event to the Council Guidelines and, if applicable, the impact it had on the offended Councilmember. The purpose of this first step is to assure that an attempt has been made to discuss the issue and resolve the conflict without proceeding further. This step requires no formal action and no involvement of other Councilmembers.

(2) Either party may request, and both must agree, to seek a third party who will assist in facilitating the discussion toward a mutually satisfactory conclusion. If any expenses are incurred they will be paid for equally from the district funds of each member engaged in the mediation.

(3) If the situation cannot be settled through the process in steps (1) and (2), either Council member may choose to refer the concern to the entire Council for their review. The Council will serve as a committee of the whole for purposes of Guidelines violation and sanction consideration.

(4) To present the concern to the Council, the offended member must advise the offending Councilmember that the issue will be taken to the Council and subsequently ask the City Manager to post the issue for the earliest upcoming executive session. All laws pertaining to executive session will apply. Included in those rules is the option for the offending Council member to exercise their right to request that the discussion be held in an open hearing. The City Attorney's Office

will prepare notice to the Councilmember or Councilmembers that are to be discussed in executive session as required by law.

(5) The Council will discuss the issue in order to:

a. become fully informed;
b. determine if there appears to be a violation of the Council Guidelines;
c. seek resolution without further action or, if necessary schedule the issue for an upcoming public hearing for final determination regarding whether a violation occurred and if necessary;
d. determine what sanction is most appropriate; customarily, sanctions are limited to a letter of reprimand or censure.

(6) A 2/3 vote of the Council at a regular council meeting will be required for a determination that a violation has occurred and likewise, a 2/3 vote for the sanction to be imposed.

(7) If a sanction is imposed, the language will follow a specific format to be established by the Council and used consistently as such situations occur.

B. Effects of Violations

The Council Guidelines document alone does not provide a basis for challenging the validity of any final enactment, resolution, decision, determination, or recommendation of the council, a board or a commission.

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**ANNEXATION APPLICATION AN-190: 11748 WEST GLENDALE AVENUE (PUBLIC HEARING REQUIRED)**
Staff Contact:	**Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing on the blank annexation petition for Annexation Area No. 190 (AN-190) as required by state statutes. The annexation is approximately five acres in size, and is located north of the northwest corner of the 117th Avenue Alignment and Glendale Avenue. No other action of Council is required at this meeting.

Background

This annexation involves five acres of property owned by a single property owner. There are currently no existing buildings in the annexation area. The property will be developed as an industrial park in the future.

The area is designated Heavy Industrial (HI) on the General Plan. The zoning district which implements the Heavy Industrial Land Use designation is M-2 (Heavy Industrial). Currently the property is zoned RU-43 (Rural Residential) in Maricopa County. After annexation, the city applies the most compatible Glendale zoning district to a newly annexed property compared to the existing county zoning. The most compatible Glendale zoning district is A-1 (Agricultural). This process will occur simultaneously with the annexation.

Simultaneous with this annexation request staff is processing a rezoning request which will rezone the property to M-2 (Heavy Industrial). This rezoning request will be brought forward to Council immediately after the annexation request.

The proposed annexation is not within the noise contours of Luke Air Force Base or the Glendale Municipal Airport. The property is in a floodway. As part of the development of the property, all drainage and retention requirements of the city will be met.

Analysis

Staff recommends moving the annexation request forward in accordance with the procedure outlined in state statutes.

This annexation will implement Council direction as adopted in the Annexation Policy to consider annexation requests anywhere within the Municipal Planning Area.

The Arizona League of Cities and Towns defines annexation as the process by which a city or town may assume jurisdiction over unincorporated territory adjacent to its boundaries. The reasons a city or town typically annex are:

- Businesses receive a higher level of municipal services
- Orderly development occurs along municipalities boundaries
- Development is subject to municipal codes, subdivision requirements, and zoning ordinances
- Increased revenue to the municipality

As required by state statute, the blank petition was filed with the Maricopa County Recorder on August 15, 2013. State statute requires that the City Council public hearing on the blank petition be held within the last 10 days of the 30 day waiting period after the blank petition is filed, thus the public hearing must occur during this 10 day window.

Per past Council direction, Glendale will not provide water and sewer service west of 115th Avenue. In keeping with the adopted Annexation Policy, viable private companies will provide water and sewer services for any annexed area located beyond the city's existing service area including this property. The property is presently within the water service area of Valley Utilities Company, and will be served with water provided by this private provider.

The property is not within the certificated area of any sewer provider at present, and the property owner will need to work with a private sewer provider to expand a certificated sewer service area to establish a designated sewer provider, so that sewer service to the area can be established at time of development. Thus the provision of water and wastewater services to this area will be the responsibility of a viable private provider, and not the City of Glendale municipal utility system.

The provision of providing water and sewer service in the area by viable private providers benefits the city as the city's 100 year assured water supply will not be used to serve the area; there will be no city capital expenditures for water and sewer infrastructure. The land owner will need to obtain an assured water supply from the Arizona Department of Water Resources (ADWR) as part of the preliminary plat application to ensure that there are adequate water resources. The city will not utilize its water resources to serve the area.

Staff recommends that this area be annexed to allow future growth and employment opportunities for Glendale.

Previous Related Council Action

City Council completed the "strip annexation" in 1978 north of this property along Northern Avenue. In 2005, City Council approved the annexation of city-owned property to the east, which is now the site of the Glendale Public Safety Training Facility. In 2009, City Council approved the annexation of property, owned by the same property owner who now owns this property, to the south and west. The property owner did not own this property in 2009, thus it was not considered for annexation at that time.

The City Council adopted an annexation policy in 2003, and adopted an amended annexation policy in 2005. Under the present annexation policy, consideration will be given to annexation requests submitted from any location within the Glendale Municipal Planning Area.

At Council Workshop on June 3, 2008, there was discussion on the entire strip annexation area. Council provided direction that provision of water and sewer services to the geographic area located west of 115th Avenue would be paid for by property owners in this area with no impact on existing Glendale water and sewer customers elsewhere in the city. This position was reaffirmed at Council Workshop on August 21, 2012.

Community Benefit/Public Involvement

Glendale 2025, the City of Glendale's General Plan, includes specific goals addressing the need for growth management. Annexation is a tool that can be used by the city to direct and manage growth. The annexation of the area will require that any future development meet the Glendale General Plan requirements as well as all other development standards for the city, rather than Maricopa County. Job creation, employment opportunities, and private sector investment will be realized in the short and long term in this area as it develops for industrial uses.

Once annexed, the development of this site will require the city to provide services other than water and sewer. Since the property has no buildings, the city has the opportunity to work with the applicant at the time of zoning to best plan for the provision of city services.

This is an opportunity to develop an employment base in this portion of Glendale, and this annexation will bring an area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

All property owners within the area to be annexed have been notified of this public hearing by first class mail. A public notice for the City Council public hearing was posted in *The Glendale Star* on August 22, 2013, and the property was posted on August 22, 2013. No comments have been received.

The next step in the process, once the public hearing is held by Council, is to release the blank petition to the property owner for their signature as required by state statute.

Attachments

Blank Petition

Map

Aerial Photograph

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20130743409,08/15/2013 08:46,
AP117GLENDALE-6-1-1--,N

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

ANNEXATION PETITION
OF
THE CITY OF GLENDALE

A Portion of Section 1 of Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona,

North of the Northwest Corner of the 117th Avenue Alignment
and Glendale Avenue Annexation

Blank Petition Recorded on: August 15, 2013

TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, ARIZONA:

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Glendale, with the exterior boundaries of the territory proposed to be annexed shown on the legal description attached hereto marked Exhibit "A" and made a part of, and map attached hereto, marked Exhibit "B" and made a part hereof, request the City of Glendale to annex the following described territory, provided that the requirements of Arizona Revised Statutes Section 9-471, and amendments thereto are fully observed.

DATE	SIGNATURE OF OWNER	LOT, BLOCK, SUBDIVISION OR ADDRESS

Exhibit "A"

That portion of Section 1 of Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows;

The North half of the East half of the East half of the East half of the West half of the Southeast quarter of Section 1 of Township 2 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona.

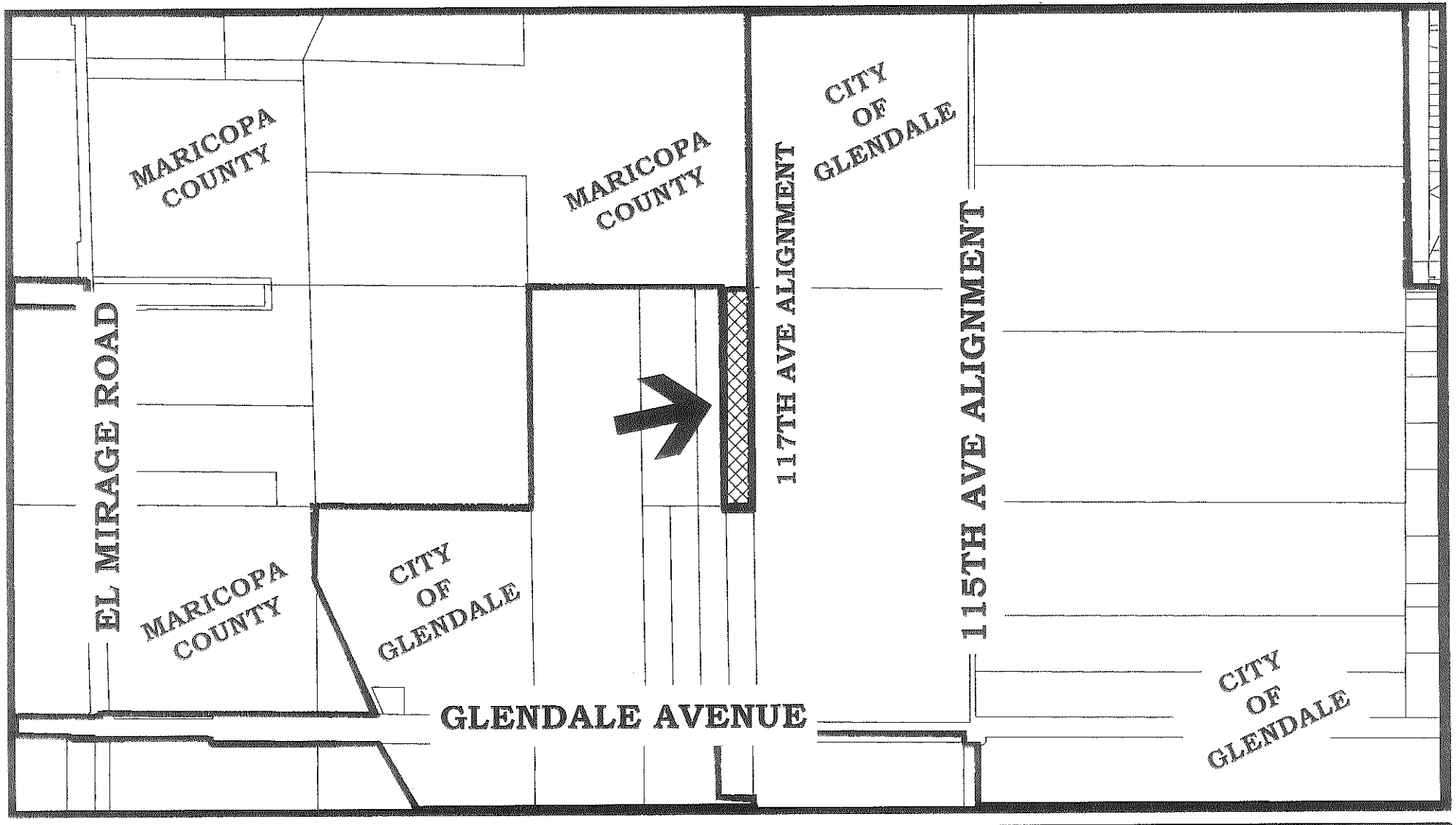


EXHIBIT "B"

CASE NO. AN-190

PROPOSED ANNEXATION OF APPROXIMATELY 5 ACRES NORTH OF THE NORTHWEST CORNER OF THE 117TH AVENUE ALIGNMENT AND GLENDALE AVENUE

Glendale City Boundaries
City of Glendale
Proposed Annexations

GLENDALE

N

CITY OF GLENDALE

ANNEXATION AREA NO.190
[AN-190]

CERTIFICATION OF MAP

I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.

_____
Mayor

ATTEST:

_____
City Clerk

AFFIDAVIT

STATE OF ARIZONA)
) SS.
County of Maricopa)

ANNEXATION AREA NO. 190

THOMAS RITZ, being first duly sworn, upon oath deposes and says:

1. I am a Senior Planner for the City of Glendale, Arizona. I am preparing this affidavit based on information in the files of the City.

2. No part of the area shown on the attached map and described in the attached annexation petition and legal description, as proposed to be annexed into the City of Glendale, to the best of the City of Glendale's information, knowledge and belief, is already subject to an earlier filing for annexation by any other municipality.

3. This affidavit has been prepared to comply with the requirements of A.R.S. 9-471(A) (6).

FURTHER YOUR AFFIANT SAYETH NOT

Thomas Ritz

THOMAS RITZ

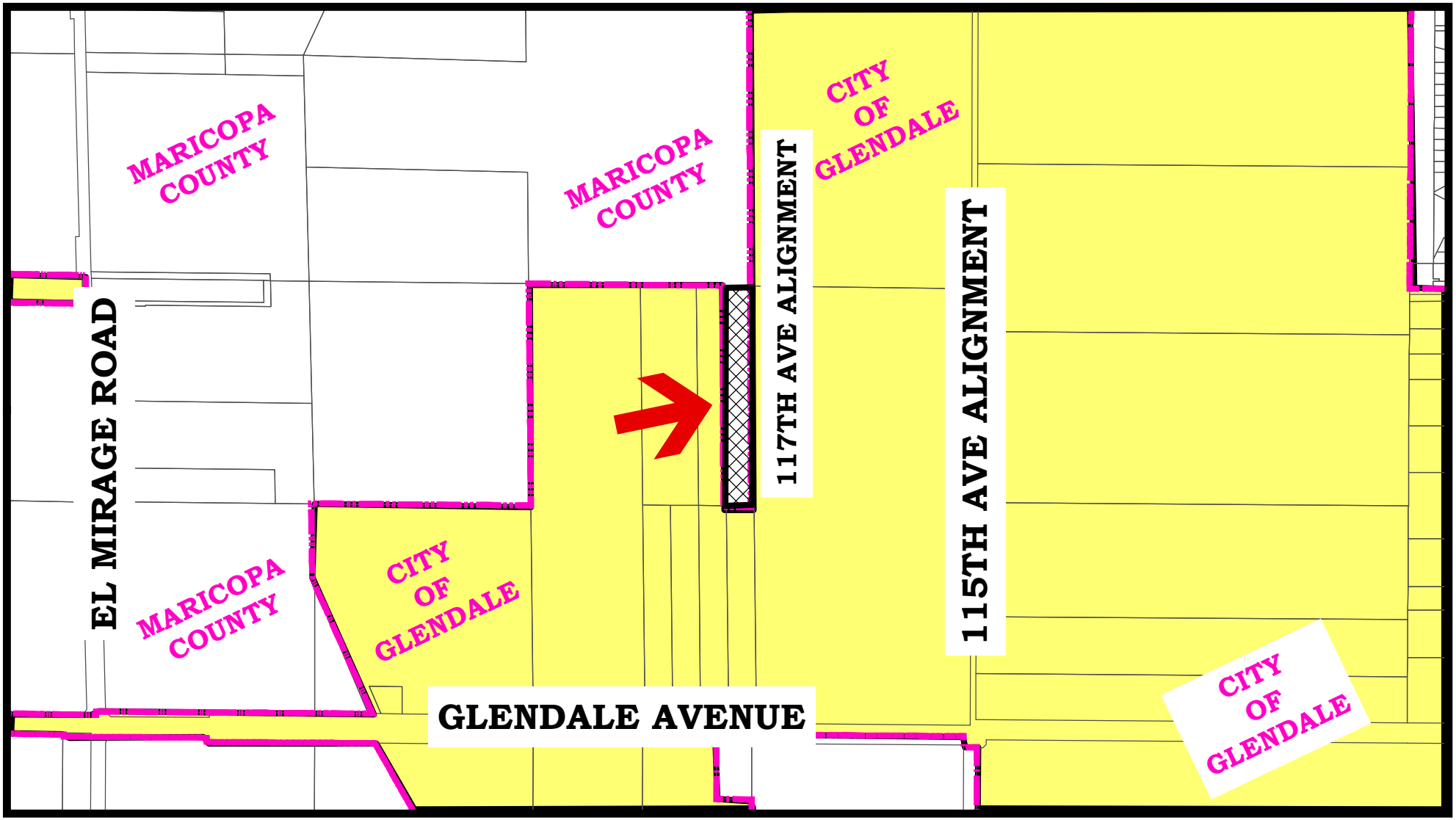
SUBSCRIBED AND SWORN to before me this 15 day of August, 2013.

Notary Public

My Commission Expires:

November 14, 2015

ALICIA MULLER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
November 14, 2015



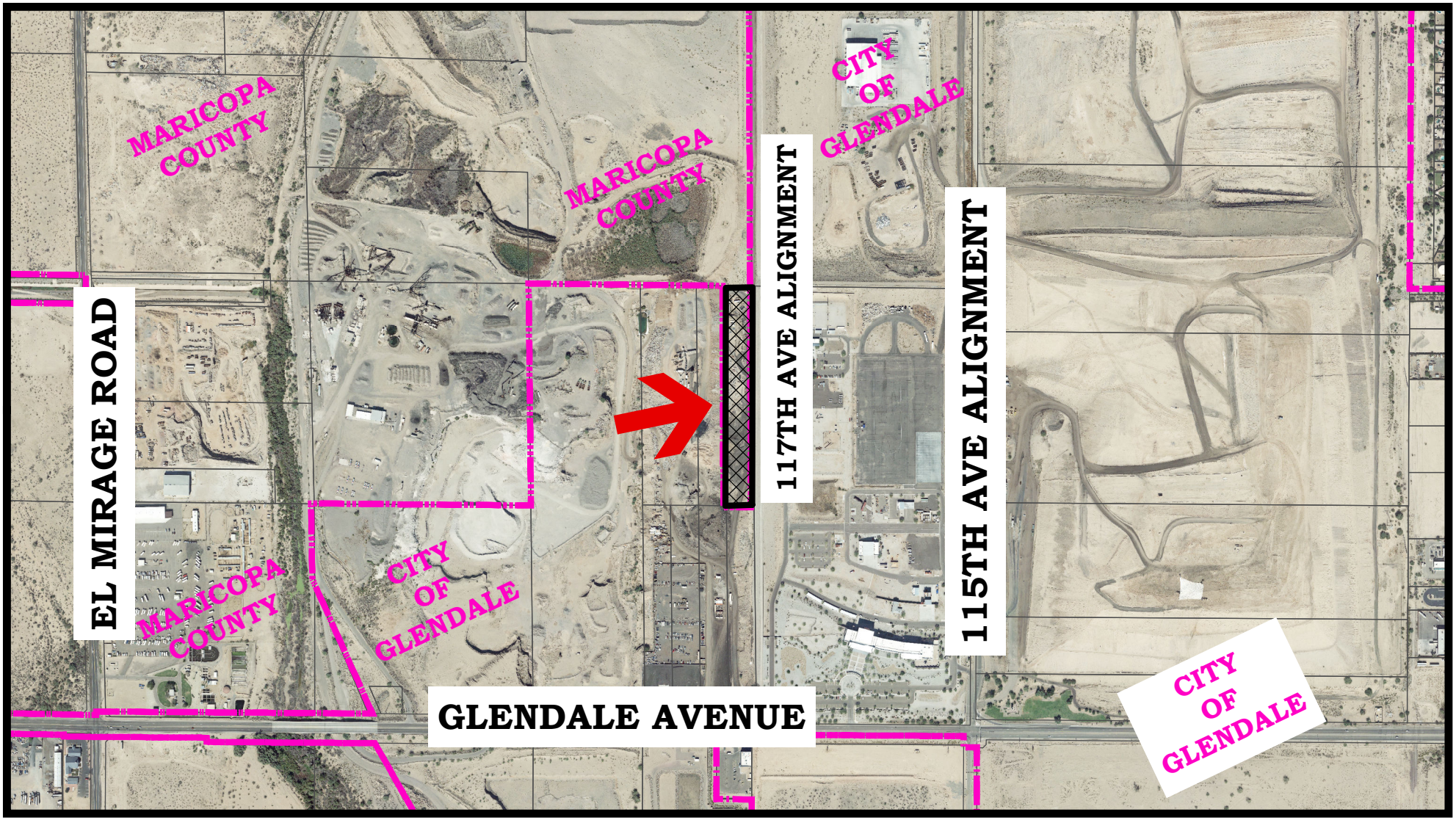
CASE NO. AN-190

PROPOSED ANNEXATION OF APPROXIMATELY 5 ACRES
11748 W. GLENDALE AVENUE

GLENDALE AZ

Glendale City Boundaries
City of Glendale
Proposed Annexation

N



CASE NO. AN-190

PROPOSED ANNEXATION OF APPROXIMATELY 5 ACRES
11748 W. GLENDALE AVENUE

GLENDALE AZ

Glendale City Boundaries
Proposed Annexation

N

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**AWARD OF PROPOSAL 13-01 TO PHILIPS HEALTHCARE FOR DEFIBRILLATOR SERVICE**
Staff Contact:	**Mark Burdick, Fire Chief**

Purpose and Recommended Action

This is a request for City Council to award proposal 13-01 and authorize the City Manager to enter into a five-year agreement with Philips Healthcare for defibrillator service. If approved, this agreement will ensure defibrillators used by the Glendale Fire Department are up-to-date on software, ongoing maintenance, and semi-annual manufacturer performance inspections.

Background Summary

These portable monitors are stored on apparatus and are readily available for all emergency incidents. The defibrillators provide paramedics the ability to evaluate and treat patients based on their heart rhythm, heart rate, oxygen level and blood pressure. The monitors allow paramedics to quickly determine the method of treatment including defibrillation of patients who may be in cardiac arrest. These monitors are essential pieces of emergency medical equipment in treating patients with potentially life threatening illnesses or symptoms. The service work provided by Philips Healthcare is paramount to the heart monitors performance during emergency medical situations of all types.

The initial purchase of the 29 defibrillators was completed in 2006 through the procurement process. Included in this purchase was a five-year service and performance agreement which expired in November 2011. The city then purchased a one year service agreement in order to ensure the defibrillators were maintained in working order while staff prepared a Request for Proposal. The current warranty and performance agreement expired on November 30, 2012. Philips Healthcare has continued to provide service work since this expiration date while participating in the Request for Proposal (RFP) process.

In 2012, the Glendale Fire Department worked with materials management and conducted a RFP for a multi-year service and performance contract. Philips Healthcare was the only respondent to RFP 13-01. A committee was comprised from city personnel and the determination was made by the committee that the Philips Healthcare five-year proposal was the most advantageous to the city. The first year of the agreement will be retroactive to November 30, 2012 and the second year will begin on November 30, 2013.

Community Benefit/Public Involvement

Sudden cardiac arrest is the leading cause of death of adults and accounts for 325,000 annual adult deaths in the United States. Eighty-five percent of all out-of-hospital cardiac arrests occur either at work or at home. A treatment delay of four to five minutes decreases survival rates by as much as 40 percent and a delay of 10 minutes or longer results in death 95 percent of the time. Sudden cardiac arrest requires immediate treatment with a working defibrillator. This device sends an electric shock to the heart in an attempt to restore a normal heart rhythm and pulse. The Philips MRX monitors have been in-service and worked well for the citizens of Glendale since 2006. The community will benefit with fully functioning, well maintained and updated Philips MRX monitors and this contract will ensure their operational effectiveness for the next five years.

Budget and Financial Impacts

The breakdown below is for the first year and years three through five of the agreement period. Year one of the contract is retroactive to November 30, 2012.

Cost	Fund-Department-Account
$21,160	**1000-12436-518200, Fire Medical-Professional/Contractual**
$3,343	**1000-12436-524400, Fire Medical-Line Supplies**
$5,568	**1000-12520-518200, Stadium-Professional/Contractual**
$2,227	**1000-12492-518200, H.A.L.O.-Professional/Contractual**

Year two of the contract is also due in FY 2013-14, on November 30, 2013, and will be covered under the breakdown detailed below.

Cost	Fund-Department-Account
$21,160	**1000-12422-518200, Fire Operations-Professional/Contractual**
$3,343	**1000-12436-524400, Fire Medical-Line Supplies**

$5,568	**1000-12520-518200, Stadium-Professional/Contractual**
$2,227	**1000-12492-518200, H.A.L.O.-Professional/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

PHILIPS

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS

1. **SERVICES PROVIDED**. The services listed in the quotation (the "Services") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement"). The Services, as more fully described in Exhibit A, include providing maintenance and service of the City's existing Defibrillator monitoring and cardiac care equipment.

2. **EXCLUSIONS**. The Services do not include:
   2.1 Servicing or replacing components of the system other than those systems or components listed in the Exhibits (the "System") that is at the listed location ("Site");
   2.2 Servicing System if contaminated with blood or other potentially infectious substances;
   2.3 Any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of the System with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the System by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the System; or (vii) neglect or misuse of the System;
   2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.

3. **CUSTOMER RESPONSIBILITIES**. During the term of this Agreement, Customer will:
   3.1 Ensure that the Site is maintained in a clean and sanitary condition; and that the System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
   3.2 Dispose of hazardous or biological waste generated;
   3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
   3.4 Use the System in accordance with the published manufacturer's operating instructions.

4. **SYSTEM AVAILABILITY**. If Customer schedules service and the system is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the System.

5. **PAYMENT**. In accordance with Exhibit B, total cost of the Services to be provided under this Agreement is **$32,297.30 annually/$161,486.50** over the term. All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.

6. **EXCUSABLE DELAYS**. Philips is excused from performing under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

7. **TERM AND TERMINATION**
   7.1 The term of this Agreement shall be set forth in the quotation(s) attached as Exhibit B hereto and incorporated herein. The Agreement shall expire on November 30, 2017, unless renewed by mutual agreement of the Parties.
   7.2 This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips: (i) representing that the System is being permanently removed from the Site and that the System is not being used in any other Customer site; or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period.
   7.3 In addition, if the Customer sells or otherwise transfers any of the System to a third party and the System remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such System upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips: (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement); and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this

Agreement for such System from the date of termination through the scheduled expiration of the term of this Agreement.

8. **DEFAULT**. Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option: (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured; (ii) declare all sums due; (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees; (iv) terminate this Agreement with 10 days' notice to Customer; and (v) pursue any other remedies permitted by law.

9. **END OF LIFE**. If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.

10. **WARRANTY DISCLAIMER**. Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

11. **INDEMNIFICATION**.
11.1_ To the fullest extent permitted by law, Contractor *shall defend, indemnify and hold harmless* City and its elected officials, officer, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") against any claims for loss, cost, damages, expense or liability (including reasonable attorneys' fees) by reason of bodily injury (including death) or tangible property damage (representing the actual cost to repair or replace physical property damage), to the extent such damages result from Philips' negligent acts or omissions, or proven product defect.
11.2. 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.
11.3. 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.

12. **LIMITATIONS OF LIABILITY AND DISCLAIMER**.
12.1 Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim.. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.
12.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

13. **PROPRIETARY SERVICE MATERIALS**. Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this provision.

14. **THIRD PARTY MANAGEMENT**. If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf.

Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

15. **TAXES.** Any applicable tax will be invoiced to and payable by Customer, along with the Agreement Price in accordance with the payment terms set forth in this Agreement, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by Philips' net income.

16. **INDEPENDENT CONTRACTOR.** Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

17. **RECORD RETENTION AND ACCESS.** If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, then Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, Philips shall retain and make available, and insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

18. **HIPAA, PRIVACY.** Philips complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request Philips will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, Philips may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

19. **CONFIDENTIALITY.** Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.

20. **SUBCONTRACTS AND ASSIGNMENTS.** Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.
    20.1 Philips will review and incorporate appropriate state terms related to Subcontractors, if Subcontractors will be used to perform the obligations of this agreement. If no Subcontractors are to be used in the performance of Philips obligations under this agreement such statement shall be made and incorporated into this agreement.

21. **INSURANCE.** Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

22. **RULES AND REGULATIONS.** To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.
22.1 Philips shall be in full compliance with the provision 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. Philips 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.
22.2 Within 10 business day after the execution of this Agreement, Philips shall deliver to Material Management Department, 5850 West Glendale Ave, Suite 317, Glendale AZ 85301 a copy of the certificate of insurance. The certificate shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of Philips liability insurance.
22.3 City is and will be under no obligation either to ascertain or confirm the existence of issuance of Philips and or polices or to examine Philips policies or to inform Philips in the event that any coverage does not comply with the requirements of this section.

23. **COMPLIANCE AND GOVERNING LAW.**
23.1 **Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, and life safety codes, All service transaction contemplated by the quotation shall be governed by the laws of state of AZ. EACH PARTY KNOWLINGLY AND AFTER CONSULTATION WITH COUNSEL FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH THIS AGREEMENT OR ANY MATTER RELATED ANY WAY HERETO.**
23.2 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 and compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. 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.
23.3 **Foreign Prohibitions.** Contractor 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 statutes, in the countries of Sudan or Iran.

24. **NOTICES.**
24.1 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 5:00p.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 signature.

25. **EXCLUDED PROVIDER.** Philips represents and warrants that Philips, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered.

26. **SOLICITATION OF PHILIPS EMPLOYEES.** For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

27. **SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW.** Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. The law of the state in which the System is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

28. **ADVERSE EVENT REPORTING.** If Customer notifies Philips of an adverse event, then Philips will assist Customer's risk management department in investigating the adverse event on the System covered under this agreement in accordance with client's risk management policies, Philips' Adverse Event Reporting policy, and the reporting requirements of the Safe Medical Device Act of 1990. All information concerning an adverse event shall be treated as confidential information and will not be discussed with unauthorized personnel. Customer remains solely responsible for reporting adverse events to the FDA; Philips will not be responsible or liable for this reporting activity nor for any repercussions resulting from errors or omits in, or absences of, such reporting.

29. **ENTIRE AGREEMENT; EXHIBITS.** This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern.

30. **AUTHORITY TO EXECUTE.** The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

City of Glendale	Philips Healthcare
Signature:	*Signature:*
Printed Name:	*Printed Name:*
Title:	*Title:*
Date:	*Date:*

Comprehensive Onsite Service Agreement

Comprehensive coverage for monitoring and cardiac care equipment

Total, focused solutions

A Philips Comprehensive Onsite Service Agreement for IntelliVue monitors, central stations, and telemetry addresses your need for comprehensive services in today's mission-critical healthcare environment. When you purchase the latest monitoring and cardiac care equipment, you expect uncompromising clinical performance, an excellent return on your investment, and a low cost of ownership.

Philips Comprehensive Onsite harnesses the power of Philips to provide a high level of service delivery and solution enhancements in your marketplace to assist you in achieving the clinical and financial results you expect from Philips.

A comprehensive set of services

A Philips Comprehensive Onsite Service Agreement will maximize your ownership experience through:

- High-priority level of service delivery and response
- Superb technical expertise
- Technical and clinical phone support
- Web-based technical support tool, InCenter

EXHIBIT A

PHILIPS

sense and simplicity

Comprehensive Onsite Service Agreement

Services – A full lifecycle solution

The success of your organization depends on people. Philips Services are designed with that in mind – creating healing environments, developing your staff, improving your organization's performance, and increasing patient satisfaction.

Depend on us. The resources, training, and support we offer enable you to focus on what's most important – your patients.

Philips Customer Services is service that works for you. Call us at 888-647-4285.
www.philips.com/healthcare

Service delivery	
Hours of telephone coverage (24 x 7)	•
Initial telephone response (2 hours)	•
Remote services	
Web-based support	•
Technical telephone support	•
Clinician telephone support	•
Parts	
Parts coverage	•
Parts delivery	Priority
Performance Assurance	
Performance Assurance	Optional for specified products
On-site delivery	
On-site response	Next business day
Overtime labor and travel	Preferred rates

• Included

These features are representative of the type of coverage available. Certain options and features are not available for all products or in all countries, and exclusions or surcharges may apply in certain situations. The specific features and options for your equipment are determined by the written terms of your Service Agreement. Please contact your Philips representative with any questions regarding feature availability.

Please visit www.philips.com/uscustomerservices

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Philips Healthcare is part of Royal Philips Electronics

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Bothell, Washington 98021

Printed in The Netherlands
4522 962 63871 * AUG 2010

EXHIBIT A

Performance Assurance for Patient Monitoring

Affordable peace of mind

Maintaining peak performance

A Philips Performance Assurance Service Agreement addresses your need for maximum equipment uptime in today's mission-critical healthcare environment. When you purchase monitoring equipment, you expect uncompromising clinical performance, an excellent return on your investment, and a low cost of ownership. Philips Performance Assurance support harnesses the power of Philips to assist you in achieving the clinical and financial results you expect from Philips.

A range of value-added features and options

A Philips Performance Assurance Service Agreement will expand your ownership experience through:

- Scheduled preventive maintenance
- Maximized system uptime
- Superb technical expertise
- Technical and clinical phone support

PHILIPS

EXHIBIT A

Performance Assurance for Patient Monitoring

EXHIBIT A

Philips Customer Services support you in every season of system ownership—from Planning through Start-up, Peak Usage and Renewal—by helping you simplify your operations in ways that let you spend more time focusing on what's most important: the needs of your patients.

Philips Customer Services is service that works for you in all the seasons of ownership. Call us at **888-647-4285**. **www.philips.com/healthcare**

Hardware and software coverage	
Standard hours of coverage (8 am to 5 pm M-F)	•
Extended coverage hours (24 x 7)	Optional
On-site response	Scheduled
Labor and travel	QAA only
Performance assurance	
Quality assurance audits	•
Remote services	
Technical and clinical phone support	•

• Included

These features are representative of the type of coverage available. Certain options and features are not available for all products or in all countries, and exclusions or surcharges may apply in certain situations. The specific features and options for your equipment are determined by the written terms of your Service Agreement. Please contact your Philips representative with any questions regarding feature availability.

For service on your Philips products, call **1-800-722-9377**.

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Philips Healthcare is part of Royal Philips Electronics

www.philips.com/healthcare
healthcare@philips.com
Tel: 888 647 4285

Philips Healthcare
22100 Bothell Everett Highway
Bothell, Washington 98021

Printed in the USA
4522 962 30611/800/862 * JAN 2008

Customer Care Solution Center

Exhibit B

Philips Healthcare

a division of Philips Electronics North America Corporation

PHILIPS

PCCI SYSTEMS AGREEMENT QUOTATION - Comprehensive Onsite

Customer: #94054029
Address: City of Glendale Fire Department
Address: 6210 W Myrtle Avenue
City,State/Zip: Glendale, AZ 85301
Agreement Contact : Chief Tim Pirtle
Telephone: 623-695-6079
Fax:
System Contact:
Telephone:
Field Service Engineer: R2/SW2: Chris Warner (Ringer)
Equipment Location:
Department Name:
Email: SO#6300993060, 6300993055, 6100951629, 6100990810, 6101064505, 6100951629

Payment Terms: Net 30
Agreement Quote Date: 8/6/2013
Prior Agreement #: New Business
Agreement Start Date: 12/1/2012
Agreement End Date: 11/30/2017
Billing Schedule: Yearly
Extended Onsite Coverage: Mon-Fri 8am to 5pm

Multi -Year Option: 14%

Valid for 60 days

Philips Representative:	Tel:	Fax:	Date:	Quote #:
Kelly Carbon	425-482-8534	206-512-2054	8/6/2013	080029-2

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List $	Extended Annual List $
				Defibrillators				
M3536A	US00212850	29		HeartStart MRx (PA recommended)	12/1/2012	11/30/2017	$945.00	$27,405.00
	US00212851							
	US00212852							
	US00212853							
	US00212854							
	US00212855							
	US00212856							
	US00212857							
	US00212858							
	US00212859							
	US00207244							
	US00208619							
	US00213434							
	US00212837							
	US00212838							
	US00328128							
	US00212839							
	US00212840							
	US00212841							
	US00212842							
	US00212843							
	US00212844							
	US00212845							
	US00212846							
	US00212847							
	US00212848							
	US00212849							
	US00553068							
	US00553069							

Subtotal : **$137,025.00**

Extended Travel Charge — See Travel Uplifts — **3.9 mi** — No Uplift
Extended Onsite Coverage — $0.00

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List $	Extended Annual List $
		1		Performance Assurance (applies only to products with (PA) in the description) 1 per unit, per year of agreement	12/1/2012	11/30/2017	$10,150.00	$50,750.00

Subtotal Optional Services Discountable **$50,750.00**

Subtotal Optional Services Non-Discountable **$0.00**
Subtotal Discountable **$187,775.00**
Multi-Year Option Discount ($26,288.50)

Model #	Serial #	Qty	SAP#	Description	Start	End	Annual List $	Extended Annual List $
Net Charge Year 1								$32,297.30
Net Charge Year 2								$32,297.30
Net Charge Year 3								$32,297.30
Net Charge Year 4								$32,297.30
Net Charge Year 5								$32,297.30
Quotation Total								**$161,486.50**

Prices exclude taxes. Applicable taxes will be added to the invoice. Subject to credit approval.

IMPORTANT NOTICE: A signed copy of this agreement, for the services and prices quoted herein, is Customers acceptance that the Terms and Conditions and Information in the Exhibit and the Data Sheet attached to this quotation are the sole terms applicable to the services quoted. The acceptance of this quotation is not binding upon Philips until further review by Philips contract administration. The information contained in this document is confidential and is provided to the entity listed as the customer solely in connection with the evaluation of the purchase and sale. This information shall not be disclosed to any other party. The Philips terms and conditions of sale applicable to the service quoted herein are available via http://www.healthcare.philips.com/main/terms_conditions ("Terms and Conditions"). Health Care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including under any federal or state but not limited to 42 CFR 1001.952(h). Philips reserves all rights with regard to this information. Reserved.

Customer Agreement as Quoted

Upon customer signing and an authorized Philips representative accepting, this quotation constitutes a contract and Customer is bound by all terms and conditions hereof.

Philips by its acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms set forth herein.

Authorized Signature _____

Printed Name _____

Title / Date _____

Customer PO # _____

(Please attach copy of original PO)

Authorized Signature _____

Title / Date _____

FOR CREDIT CARD PAYMENT

Credit Card Type (circle) AMEX VISA MC Discover

Credit Card # _____

Expiration Date _____

Signature _____

Print Name _____

prepared by: Linda Duquette

FAX To: (800)947-3299 or Mail Purchase Order & Quote To: Philips Healthcare, Business Center, ms0400, 3000 Minuteman Road, Andover, MA 01810 (800)934-7372 opt 5

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**PROFESSIONAL SERVICES AGREEMENT WITH Y. S. MANTRI & ASSOCIATES, LLC FOR TRAFFIC CONTROL IMPROVEMENTS**
Staff Contact:	**Cathy Colbath, Interim Executive Director, Transportation Services**

Purpose and Recommended Action

Staff is requesting City Council authorize the City Manager to enter into a professional services agreement with Y. S. Mantri & Associates, LLC, in an amount not to exceed $156,161, for design and construction administration services for traffic control improvements at five locations in the Ocotillo District.

Background

As a result of traffic studies and citizen requests, Transportation Services staff identified several traffic control improvements to be completed over the next year. These improvements will provide for efficient traffic flow and pedestrian enhancements. Staff submitted budget supplemental requests for these improvements to be paid from the Highway User Revenue Fund (HURF), and City Council approved the funding in the Fiscal Year 2013-14 budget.

Staff selected Y. S. Mantri & Associates, LLC from the Engineering Department's on-call list to perform design and construction administration services for the five traffic control improvement projects listed below:

- Installation of a new traffic signal at 59th and Hayward Avenues
- Installation of a new High-Intensity Activated Crosswalk (HAWK) on Bethany Home Road between 60th and 61st Avenues
- Relocation of the traffic signal cabinet from the northwest corner to the northeast corner of 59th and Myrtle Avenues
- Installation of new conduit and conductors at Glendale and 58th Avenues
- Installation of new conduit and conductors at Glendale and 57th Avenues

Y. S. Mantri & Associates, LLC will prepare plans and specifications that the city will use to advertise for bids on these five projects. Once the projects are advertised for bid, construction contractors will be required to bid on all five projects in one bid. Once construction begins, Y. S. Mantri & Associates, LLC will also provide construction administration services for all five projects.

Analysis

Traffic Signal at 59th and Hayward Avenues: Staff conducted a traffic signal analysis for this intersection, and it meets the warrants identified in the Manual on Uniform Traffic Control Devices (MUTCD) for construction of a new signal. Hayward Avenue experiences a significant amount of traffic from the Northern Crossing Shopping Center. From 2006 to 2012, there have been 42 accidents at this location, with 13 resulting in injury.

HAWK on Bethany Home Road: The MUTCD has identified a HAWK as an approved device for pedestrian crossings at midblock locations. A HAWK is a very effective tool for pedestrians to cross busy arterial roadways with a high compliance rate of motorists stopping. In March 2013, staff conducted a study of this location using closed-circuit television cameras. During a 24-hour period, 453 pedestrians and 73 bicyclists were observed crossing Bethany Home Road at this location. Out of 10 locations studied for installation of a HAWK last year, this location had the highest volume of pedestrian and bicycle activity.

Relocation of the Traffic Signal Cabinet at 59th and Myrtle Avenues: In order to address a sight distance issue for the eastbound right turn at 59th and Myrtle, the signal cabinet and meter pedestal will be relocated to the northeast corner of the intersection.

New Conduit and Conductors on Glendale Avenue at 58th and 57th Avenues: Traffic Signals technicians experience a high number of callouts to these intersections due to old cabling that connects the signal heads to the cabinet with underground conductors. Staff has identified that both locations need new conduit and conductors to improve the performance of the traffic signals.

Transportation Services staff believes combining these five traffic control improvement projects into one bid package, rather than conducting five separate bids, will result in efficiencies and cost savings. These will be realized in staff time saved by conducting one bid rather than five, and by combining the smaller improvement projects with the larger signal and HAWK projects. The projects will also be more efficiently managed by coordinating with only one contractor.

Previous Related Council Action

On June 14, 2013, Council approved the FY 2013-14 budget, which included HURF supplemental funding for the five projects included in this request.

Community Benefit/Public Involvement

Completion of these improvements will enhance the efficiency of traffic movement in these locations. Additionally, the HAWK on Bethany Home Road will assist pedestrians and bicyclists crossing midblock.

CITY COUNCIL REPORT

Transportation Services receives and welcomes questions, comments and suggestions from citizens regarding traffic issues in Glendale. Some of these projects were identified and reported to staff by affected motorists and pedestrians.

Budget and Financial Impacts

Cost	Fund-Department-Account
$156,161	**1340-16810-518200, Traffic Signals**

Capital Expense? Yes ☐ No ☒

Budgeted? Yes ☒ No ☐

Requesting Budget or Appropriation Transfer? Yes ☐ No ☒

If yes, where will the transfer be taken from?

Attachments

Agreement

C-

PROFESSIONAL SERVICES AGREEMENT

City of Glendale Traffic Control Improvements
Project No. 131404

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Y.S. Mantri & Associates, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona,("Consultant") as of the _____ day of _____, 2013 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

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

AGREEMENT

The parties hereby agree as follows:

1. **Key Personnel; Other Consultants and Subcontractors.**

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager.

b. Project Team.

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

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

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

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

4. **Compensation for the Project.**

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $156,161.00 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

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

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Consultant must obtain and maintain the following insurance ("Required Insurance"):

a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate limit.

(2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of $1,000,000 for each claim and a $2,000,000 annual aggregate limit.

d. Auto. A business auto policy providing a liability limit of at least $1,000,000 per accident for Consultant and $1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.

e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

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

(1) Cancellation or termination of Consultant's Policies;

(2) Reduction of the coverage limits of any of Consultant's Policies; and

(3) Any other material modification of Consultant's Policies related to this Agreement.

g. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.

(3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.

h. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

i. Policies. Except with respect to workers' compensation and Consultant's professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants and Subcontractors.

a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.

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

c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

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

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

10. **Prohibitions.** Consultant 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. **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 overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

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

11.2 <u>Representatives</u>.

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

Yogesh S. Mantri, P.E., PTOE
Joseph F. Spadafino, P.E., PTOE
124 W. Orion Street, Suite F-10
Tempe, AZ 85283

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

City of Glendale
c/o Bill Passmore
Principal Engineer
5850 W. Glendale Avenue, Suite 315 - Engineering
Glendale, Arizona 85301

<u>With required copy to</u>:

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

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

c. Concurrent Notices.

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

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

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

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

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 Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

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. Electronic signature blocks do not constitute execution for purposes of this Agreement. 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 with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the Effective Date and continues for a 1.5 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this

Agreement an additional six (6) months. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments are not anticipated; however, such adjustments will be a determining factor for renewal and will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

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

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	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____
By:
Its:

ATTEST:

_____
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Nicholas C. DiPiazza, Acting City Attorney

Y.S Mantri & Associates, LLC,
an Arizona limited liability company

_____
By: Yogesh S. Mantri
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement
City of Glendale Traffic Control Improvements
Project No. 131404

PROJECT

DESCRIPTION OF PROJECT:

Through the utilization of a qualified Consultant, working with city staff, the City intends to develop and implement a design, construction documents, and construction administration for this project that meets the city's service needs and the budget for the project. The Consultant will develop a project cost that will include all costs for planning, design, construction, off-site improvements, etc., that will result in the final product. Upon City endorsement of the project design and construction plan, the Consultant will be directed to proceed with construction administration phase for the construction of the project.

The Project is described as preparing the Plans, Specifications, and Construction Cost Estimate (PS&E) necessary to install the following:

1) New intersection traffic control signal at 59th Avenue and Hayward Drive per City Transportation's preliminary design provided to Consultant, including signing and striping plans.

2) New mid-block pedestrian High Intensity Activated Crosswalk (HAWK) signal along Bethany Home Road between 60th and 61st Avenues per City Transportation's preliminary design provided to Consultant, including signing and striping plans.

3) Relocation of one signal cabinet from the northwest corner to the northeast corner at the intersection of 59th and Myrtle Avenues.

4) Installation of new conduit and replacement of existing pull boxes to complete the traffic signal infrastructure at the intersection of 58th and Glendale Avenue.

5) Installation of new conduit and replacement of existing pull boxes to complete the traffic signal infrastructure at the intersection of 57th and Glendale Avenue.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement
City of Glendale Traffic Control Improvements
Project No. 131404

SCOPE OF WORK

The Project is described as preparing the Plans, Specifications, and Construction Cost Estimate (PS&E) necessary for the required permits and bid ready construction documents. The services listed in this scope of work may include, but are not limited to, the following:

A. General Project Administration Services:
General Project Administration Services generally include the following:

1. Coordinate with the City Project Team during the design of the project.
2. Attend project meetings as necessary to maintain the project budget and schedule; chairing periodic regular meetings and any additional meetings as requested by the City; setting agendas and preparing and distributing meeting minutes. Meetings are expected to include:
   a. Meetings with City staff and others. Five (5) Project-specific meetings, including the following, are anticipated:
      - One (1) kick-off meeting,
      - One (1) concept plan discussion with the City about the 30% design,
      - One (1) 90% comment resolution meeting,
      - One (1) 100% comment resolution meeting.
      - One (1) utility coordination meeting with representatives of the City and the utility companies.
   b. Two Meetings with city's Development Services and others required to obtain the appropriate permit(s).
   c. The Consultant will prepare draft minutes of each meeting initiated by the Consultant and distribute to each attendee for review and comments. The Consultant will prepare final minutes of these meetings and distribute to each attendee within one (1) week of sending out the draft minutes.
3. Coordinate with private, public and City utilities (i.e., Information Technology Department, Water Services Department) regarding standard technology and utility issues and incorporating pertinent information in the plans.
4. Prepare and maintain a project schedule after meeting with the designated City Project Manager (referred to as "Project Manager") to determine appropriate submittal deadlines and to coordinate project submissions.
5. Assist the City in obtaining utility permits and approvals required for the Project. As the Project progresses, the Consultant shall in a timely manner furnish to the City copies of all communications between the Consultant and the respective ~~agency or~~ department and all City approvals and permits for the Project.

6. Provide a detailed construction phasing plan and associated cost estimates for the project and corresponding infrastructure.
7. Project Schedule: The Consultant shall prepare a significant event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule should show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates shall be submitted at the project kick-off meeting. Additionally, minimum general time frames for project milestones shall be provided. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated schedule report shall be submitted with the monthly invoice.
8. Invoices: The Consultant shall submit a projection of monthly project billings with the fee proposal. The projected billings will be consistent with the project tasks, the project schedule, and the fee proposal. Invoices will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the project number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

   The Consultant shall submit one hard copy invoice to the City Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

B. Engineering Survey, Pre-Design Activities, and Utility Coordination:

1. Engineering Survey. The Consultant shall conduct an engineering survey for the new traffic signal at the 59th/Hayward intersection and for the HAWK. The other three intersections will be also surveyed due to the lack as-built plans for existing signals. The consultant will capture the survey on all legs of the 59th/Hayward intersection and at the HAWK midblock location for up to 500 ft on each leg/corridor adjacent to the improvements. Survey at each of the other three intersections will begin at the center of intersection and extend beyond the two affected corners. The survey will capture all above ground topographic items such as edge of pavement, face of curb, sidewalk, pedestals, valves, poles, and visible utilities. The Consultant shall prepare base files from the survey.
2. Identify Optimal HAWK Location. The Consultant will review up to 48 hours of video tape made of pedestrians crossing Bethany Home Road in order to identify an optimal location for the proposed HAWK between 60th and 61st Ave. The process of identifying the optimal location will also consider the need for ADA-compliant ramps on each end of the HAWK and the right of way required. The Consultant will confirm this location with the City before beginning the design of the HAWK.
3. As-Built Research. The Consultant will gather available as-built information from the City for all five locations. This information will be used in the preparation of the base plans.

4. Site Visits. The Consultant will conduct a preliminary walk through of each site to review existing conditions, confirm the survey and as-built data, and identify the location of the new signal equipment. The Consultant will capture photos of each site and will prepare a photo log documenting existing conditions and challenges. The site visit will also be used to establish the current conduit layout for the intersection of 59th and Myrtle Avenues so that the Consultant can prepare a conduit schematic that identifies each conduit at the intersection for purposes of preparing the conductor schedule in the plans.
5. Utility Coordination. The Consultant will open Arizona Blue Stake tickets that lists the utilities in the general vicinity of each site, i.e. within 500 feet of all legs/corridors of each location. The Consultant will contact those utility companies identified by Arizona Blue Stake and request maps of their facilities. All important correspondence with the utility companies will be tracked in a log.
6. Power. The City will provide Point of Service by coordinating with the power company for the project sites at 59th Avenue and Hayward Drive, at 59th and Myrtle Avenues and the HAWK site. The Consultant will show the point of service on the plans and will design the signals accordingly.
7. Pot-Holing. The Consultant may be required to pot-hole to locate utilities. An allowance to pot-hole up to 15 locations is included in the budget.

C. Design Development Phase (30%):

1. During the Design Development Phase (30%), the Consultant will prepare preliminary designs based on the findings of the initial site visit, survey, and as-built plans for each site.
2. Prepare the design development documents. These documents will consist of preliminary plans, elevations, other drawings, a preliminary construction cost estimate, and specifications to fix and illustrate the size and character of the entire Project.
3. The Consultant shall gather available as-built information to obtain the best available right-of-way information possible. The Consultant will research Maricopa County Assessors maps and obtain available plats and parcel information of the subject locations. Right-of-way line work will be placed on the plans.
4. The utility maps obtained above will be used to place those facilities on the plans. Only the horizontal locations of the facilities will be placed on the plans. The plans will not show depths of the utilities. No utility relocations are expected; pole locations will be adjusted to avoid conflicts, if necessary. Conduit that must cross an existing utility will either be routed around it or under it per the requirements of the subject utility provider.
5. The plans will identify existing utilities, existing right of way, the location of all existing equipment and proposed equipment such as poles, pull boxes, conduit, etc. Conduit and pole identifiers will be placed on the plans, but their stationing and offset will be placed following the approval of their locations during the 90% plans.
6. The Consultant will meet with the City for an engineering design development discussion to obtain their concurrence on the preliminary designs of the new traffic signal equipment and crosswalk locations. The potential need for a bid alternative and the nature of that alternative will be discussed if the preliminary Project cost estimates are more than the current available construction budget.

7. The Consultant will not prepare a traffic control plan, but will include an estimated cost for traffic control in the cost estimate.
8. Design the Project so that the construction shall conform to City of Glendale standards and specifications and other applicable statutes and regulations.
9. After completion of the design development phase (30% plans), the Consultant shall deliver four half size sets of the drawings and a preliminary Project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval.
10. The design development phase will be considered complete once the City has approved the submitted design drawings, agrees that the construction cost estimate is within the established Project budget, and agrees that the Consultant is meeting the submittal dates for the required city documents as identified in the Schematic Design Phase schedule.

D. Construction Document Phase (90%/100%/Final):

90% Design

1. After the City has accepted the design concepts and the preliminary construction cost estimate, the Consultant will advance the design from the 30% to 90% stage and prepare the construction documents based on the comments received and the final disposition of the 30% comment resolution meeting. The 90% documents shall include final, permit-ready construction drawings, plans, specifications, and estimates conforming to City standards. They will show all details, stations, offsets, completed pole and conductor schedules, and other items to complete the set. The Consultant will update the engineer's estimate and will prepare the project special provisions.
2. Prepare drawings using computer programs and formats as dictated by the City of Glendale Engineering Department at a scale of 1"=20'. The City will provide boiler plate specifications and construction contract that will be incorporated into the final specifications. The Consultant shall make no changes, deletions, or additions to these sections without approval by the City before inclusion in the final specifications. Final bid packages shall be prepared by the City of Glendale Engineering Department.
3. The Consultant will prepare the engineer's estimate to supplement the plans. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.
4. Comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that will impact this Project.
5. The Consultant shall deliver four (4) half-size (11" x 17") sets of the 90% drawings/plans and two (2) sets of specifications and the Project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval.
6. The Consultant will compile, review, and propose a disposition for all received comments and attend a 90% comment resolution meeting within a week following the receipt of the comments. All comments will be addressed at the meeting. The Consultant will update the comment resolution sheet with finalized responses and will send to all meeting attendees as part of the meeting minutes.

7. The Consultant shall submit the 90% design plans to each utility company for a conflict review. The Consultant will follow up with all utilities that do not respond in a timely manner by both email and phone and will copy the City Project Manager on all correspondence. If there is still no response from the utilities, then the Consultant will inform the City Project Manager, who will decide if the City can provide assistance in contacting the utilities or if the matter should be considered closed. It is assumed that the utility clearance letters are not required for this project.

100% Design

1. The Consultant shall advance the design from the 90% to 100% Sealed and Signed stage after addressing any comments on the 90% plans.
2. The Consultant shall deliver eight (8) full-size (24" x 34") sets of the 100% drawings/plans to the City's Development Services Department, all required design calculations, including structural and electrical calculations, and two (2) sets of specifications and the Project cost estimates to the City Project Manager. The Consultant shall present all documents to the City for review, comment, and approval.
3. The Consultant will compile, review, and propose a disposition for all received comments. The City Project Manager will schedule a 100% comment resolution meeting within a week following the receipt of the comments, if determined to be necessary. All comments will be addressed at the comment resolution meeting, if scheduled. The Consultant will update the comment resolution sheet with finalized responses and will send to all meeting attendees as part of the meeting minutes.

Final Design

1. The Consultant shall advance the design from the 100% to Final Sealed and Signed stage after addressing any comments on the 100% plans.
2. The Consultant shall provide up to 10 full-size (22" x 34") plans as required by the City's Development Services Department for final plan approval, and all required design calculations, including structural and electrical calculations.
3. The Consultant shall submit to the City's Development Services Department two (2) full-size (22" x 34") approved and permit ready plan sets of construction drawings. These documents will be sealed and signed by the appropriate Arizona registered engineer.
4. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the Project. The Consultant shall ensure that plans prepared by the utility companies have been incorporated into the final plan set.
5. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of contract documents. If required, the Consultant shall resubmit the revised plans to the City's Development Services and Planning Departments for final approval.
6. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final reproducible drawings and specifications. These documents shall be sealed and signed by the appropriate responsible party. The Consultant will provide to the City Project Manager, two (2) CD-ROM's, with PDF copies of the full-size plans, half-size plans, the

engineer's final detailed Project estimate and all electronic files used to produce the plans. The CD_ROM shall also include the special provisions in Word format and the final plans in AutoCAD compatible format.

E. Bid Phase:

1. Attending and preparing meeting minutes for the pre-bid conference, any other related meetings, and preparing all necessary addenda related to documents originated by the Consultant.
2. Responding to questions regarding the plans and specifications. Consultant shall receive, review and make recommendations regarding requests for substitutions, and incorporate these substitution requests into the addenda as required.
3. The Bid Phase will be considered complete when the City has accepted the Project construction bid and final construction documents have been received on electronic media.
4. If requested by the City, the Consultant will evaluate the submitted bids and provide a recommendation letter.

F. Construction Administration Services: Upon acceptance of the contract award for the construction of this project, the Consultant shall provide construction administration services. The services shall include, but are not necessarily limited to, the following:

1. Preconstruction Conference: Conduct a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed. In addition to conducting the meeting, the Consultant will take minutes and issue them to all attendees. The Consultant will also use the minutes to respond to any technical questions that may be asked at the conference.
2. Quality Acceptance: The Consultant shall provide quality acceptance services to perform inspection and acceptance testing for all items of work required by the contract documents. The Consultant shall monitor construction for compliance with the project plans and specifications.
3. The Consultant shall provide an on-site representative to observe construction activities. The on-site representative shall be available for a minimum of 20 percent of the contract construction period. The on-site representative shall visit the project site during the course of critical construction activities, depending on the status of work per the Contractor's construction schedule.
4. The Consultant shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Consultant will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action if additional costs are required without the prior approval of the City Project Manager.
5. The on-site representative shall be a full-time employee, shall have a minimum of five years' experience in the architectural, engineering and/or construction profession, and shall have had prior quality acceptance experience on a project of comparable size and scope. The on-site representative must be approved by the City.
6. The Consultant shall identify and coordinate with the Contractor all required acceptance material tests require by the City, project specifications and consistent with MAG and the UBC. The contractor shall schedule and coordinate all required tests and provide all necessary source

sampling and factory acceptance tests, results and inspection information to the Consultant for review and comment. It shall be the Consultant's responsibility to provide any additional control assurance tests necessary to verify Contractor's compliance with the project plans and specifications.

7. Construction Schedule Review: The Consultant shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required. The Consultant shall observe construction progress and maintain and issue a monthly construction observation report.
8. All updated construction schedules must be reviewed and approved by the Consultant prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.
9. Schedule Review and Utility Coordination: The Consultant shall review the Contractor's schedule with particular emphasis on insuring that reasonable time allowances have been made for work required by the various utility companies, prior to approval. The Consultant will assist in the resolution of any utility conflicts discovered. The consultant shall initiate any required correspondence to insure that the Contractor remains on schedule.
10. Coordination of Submittal Reviews: The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.
11. Shop Drawing Review: The Consultant shall review and approve all shop drawings. The Consultant will advise the Contractor before the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Consultant.
12. Conduct Project Meetings: The Consultant shall conduct construction project meetings, prepare an agenda and minutes of the meeting, and distribute to all attendees.
13. Value Engineering: Review and make recommendations on any value engineering proposals, which the Contractor may submit during the project. No value engineering proposal shall be implemented without the prior approval of the City Engineer.
14. Payments: Review the Contractor's initial and updated schedule of estimated monthly payments and advise the City as to acceptability. Review the Contractor's monthly payment requests, and forward to the City for final approval and processing. The Consultant's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. Consultant is responsible for verifying the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.
15. Requests for Information: Interpret construction contract documents and respond when requested by the City or Contractor.
16. Change Order Requests: The Consultant shall review and make recommendations on all change order requests from the Contractor. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City.
17. Materials Testing: Materials testing will be the responsibility of the Contractor. However, the Consultant shall evaluate and report on tests and test analyses for materials, including concrete,

pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.

18. Substantial Completion: Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.
19. Final Inspection and Payment: The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated in order to insure completion of all identified deficient items.
20. Project Closeout: The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.
21. As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one set of record drawings inked on 24"x36", 3 mil. double matte Mylar. The final record drawing Mylars will be the property of the City and shall include the seal and signature of the engineer of record.
22. The Consultant shall -submit the final record drawings on computer disk in the appropriate format of ACAD (version 2008 preferred).
23. One-Year Warranty Inspection: The Consultant will conduct, with the assistance of the City, a one-year warranty inspection. The Consultant will prepare a punch list of deficient items discovered during the one-year inspection. The Consultant should anticipate subsequent inspections in order to insure completion of any identified deficient items discovered during the one-year inspection.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C
Professional Services Agreement
City of Glendale Traffic Control Improvements
Project No. 131404

SCHEDULE

Notice to Proceed (NTP)

(Project intent defined, NTP to AZTEC, Blue Stake tickets opened, utility maps requested)

Submit Preliminary Project Schedule to City ..... 2 weeks after NTP

(Survey conducted, design criteria defined, background data/info gathered—utilities, ROW, etc.)

(30% Design Concept Phase begins with receipt of survey)

Concept Plan Discussion ..... 6 weeks after NTP

(QA/QC before submittal, document calcs, methods, standards, define impact on utilities)

Submit 30% Design Plans & Preliminary Construction Estimate ..... 8 weeks after NTP

(Send to utilities for conflict review, 1 week for City review)

30% Comment Resolution Meeting *(determine if bid alternative is needed)* ..... 10 weeks after NTP

(Order pot-holing, adjust for utility conflicts, begin drafting specials, finalize ROW, ID design exceptions, etc.)

Submit 90% PS&E ..... 16 weeks after NTP

90% Comment Resolution Meeting ..... 20 weeks after NTP

(Plan-in-hand review, address comments)

Submit 100% PS&E for review ..... 24 weeks after NTP

100% Comment Resolution Meeting ..... 26 weeks after NTP

(Address comments)

Submit Final Sealed & Signed PS&E for Permit ..... 30 weeks after NTP

Major milestones for Exhibit C of contract are bolded.

EXHIBIT D
Professional Services Agreement
City of Glendale Traffic Control Improvements
Project No. 131404

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rate plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Y.S. Mantri & Associates, LLC for full completion of all work required by the Project during the entire term of the Project must not exceed $156,161.00.

DETAILED PROJECT COMPENSION

City of Glendale Traffic Control improvements Fee Schedule		
TASK	MAN-HOURS	COST
A. General Project Administration	84	$ 8,270.00
B. Engineering Survey, Pre-Design Activities, and Utility Coordination	176.5	$ 14,941.00
C. Design Development Phase (30%)	131	$ 12,807.00
D. Construction Document Phase (90%/100%/Final)		
90% Design	300	$ 30,380.00
100% Design	118	$ 12,626.00
Final Design	38	$ 3,966.00
E. Bid Phase	16	$ 1,700.00
F. Construction Administration Services	313	$ 31,605.00
Sub-Consultants		
AZTEC – Survey (5 sites)		$ 10,932.00
AZTEC – Pothole Allowance (up to 15 potholes)		$ 12,075.00
Reimbursable Expenses (Allowance)		$ 1,859.00
Owner's Contingency		$ 15,000.00
TOTAL PROJECT COST:		$156,161.00

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. **Disputes.**

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. **Arbitration.**

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**PROFESSIONAL SERVICES AGREEMENT WITH ARRINGTON WATKINS ARCHITECTS, LLC FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE GLENDALE MUNICIPAL LANDFILL**
Staff Contact:	**Stuart Kent, Executive Director, Public Works**

Purpose and Recommended Action

Staff is requesting City Council authorize the City Manager to enter into a professional services agreement with Arrington Watkins Architects, LLC in an amount not to exceed $325,438 for design and construction administration services for the Glendale Municipal Landfill (Landfill) Scale-House Relocation Project.

Background

The Landfill located at 11480 West Glendale Avenue was established in 1973 and is comprised of two cells, the north and the south area, encompassing 320 acres in total. The south area is approaching capacity and is projected to close in 2016, and plans are proceeding to move operations to the north area of the Landfill. The current scale-house location is in a portion of the south area that is permitted and planned to be filled with solid waste prior to closure. The scale-house, administration building and maintenance area need to be relocated in order to ensure a smooth transition in operations from the south area to the north area without impacting service levels to Landfill customers.

Arrington Watkins Architects, LLC was selected from the pre-qualified Engineering Consultants On-Call List to perform design and construction administrative services for this project.

Analysis

- Staff recommends entering into a professional services agreement with Arrington Watkins Architects, LLC for design and construction administrative services for the Landfill Scale-House Relocation Project.
- The entrance to the Landfill will remain at Glendale Avenue.
- With the pending closure of the south area, it is proposed that the scale-house and administration building be relocated north to a location near the intersection of the 115th Avenue and Orangewood Avenue alignments, and the maintenance area be relocated north to a location near the Materials Recovery Facility.

- Design and Construction Administration Services will be provided for a new administration and operations building, a new scale-house with new scales, a new maintenance facility, associated parking areas, and a road extension on the 115th Avenue alignment.
- A Construction Manager at Risk (CMAR) will be utilized for this project, in which Arrington Watkins Architects, LLC would manage all estimating and scheduling as part of their pre-construction services. The CMAR agreement will be presented to Council for approval prior to the construction phase of this project.

Previous Related Council Action

On June 14, 2013, Council adopted a resolution formally approving the fiscal year (FY) 2013-14 operating, capital, debt service, and contingency appropriation budget, in which this project was identified as a planned project in the capital improvement plan.

Community Benefit/Public Involvement

Managing the solid waste generated in our community is a core service of Public Works. The Glendale Municipal Landfill is an environmentally sound long-term solution to solid waste management and is a valued resource that contributes to the health, welfare and prosperity of Glendale residents.

Budget and Financial Impacts

Cost	Fund-Department-Account
$325,438	**2440-78523-550800, Scalehouse and Road Relocation**

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

Map

PROFESSIONAL SERVICES AGREEMENT
GLENDALE LANDFILL SCALE-HOUSE RELOCATION
Project Number: 111219

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Arrington Watkins Architects, LLC, an Arizona limited liability company, ("Consultant") as of the _____ day of _____, 20 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

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

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager.

b. Project Team.

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

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

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

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

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $325,438.00 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

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

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Consultant must obtain and maintain the following insurance ("Required Insurance"):

a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate limit.

(2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $4,000,000.00 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of $2,000,000.00 for each claim and a $2,000,000.00 annual aggregate limit.

d. Auto. A business auto policy providing a liability limit of at least $1,000,000.00 per accident for Consultant and $1,000,000.00 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.

e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

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

(1) Cancellation or termination of Consultant's Policies;

(2) Reduction of the coverage limits of any of Consultant's Policies; and

(3) Any other material modification of Consultant's Policies related to this Agreement.

g. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.

(3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.

h. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

i. Policies. Except with respect to workers' compensation and Consultant's professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants and Subcontractors.

a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.

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

c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

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

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

10. **Prohibitions.** Consultant 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. **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 overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

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

11.2 Representatives.

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

Michael D. Quinn, Architect
Arrington Watkins Architects, LLC
5240 N. 16th Street, Suite 101
Phoenix, AZ 85016

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

City of Glendale
c/o Bill Passmore
Principal Engineer
5850 W. Glendale Avenue, Suite 315 - Engineering
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

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

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 Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

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. Electronic signature blocks do not constitute execution for purposes of this Agreement. 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 with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term. The term of this Agreement commences upon the Effective Date and continues for a 1.5 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 0.5 year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement

renewal period and price will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

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

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	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

_____
By: Brenda S. Fischer
Its: City Manager

ATTEST:

_____
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Nicholas C. DiPiazza, Acting City Attorney

Arrington Watkins Architects,
an Arizona limited liability company

_____
By: David Watkins
Its: Manager

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement

PROJECT

DESCRIPTION OF PROJECT:
The Glendale Landfill is located at 11480 West Glendale Avenue. The landfill is nearing completion of the south area, and needs to relocate the scale house, administration building, and maintenance areas. Arrington Watkins Architects (AWA) LLC recently completed a site analysis and probable cost study, 2013 City of Glendale Landfill Scale House Relocation Study. AWA presented four concepts; A, B, C and D. Each concept also included three cost options; A1-A3, B1-B3, C1-C3 and D1-D3. After reviewing the site analysis and probable cost study the City Public Works Department selected concept B and cost option B1, as outlined in the study, as the best design concept that will meet the landfill's operational needs.

The site entry to the landfill is off Glendale Avenue and moves north to the scales, administration, and gas-to-energy plant. The maintenance area is located due north of these facilities on an elevated pad half way up the south area fill site. These areas, currently used to manage operations, will need to be relocated north to a location near the intersection of the 115th Avenue and Orangewood Avenue alignments. The Materials Recovery Facility (MRF), and the south and north area access roads merge near this location. It will be necessary to maintain functionality in the transition stages from the south area to the north area, where dumping operations will commence when the south area is completed.

Design will include a new Administration and Operations building, a new Scale House with new scales, a new Maintenance Facility, associated parking areas, and a road extension on the 115th Avenue alignment. It is anticipated that Construction Administration will be provided for all of these elements, except the Maintenance facility, which is scheduled to be constructed in a later phase.

A Construction Manager at Risk (CMAR) may be utilized for this project, in which the contractor would manage all estimating and scheduling as part of their pre-construction services.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

A. Task 1 - General Project Management: Arrington Watkins Architects (the Consultant) shall provide the following services:

1. Coordinating with the City Project Team and CMAR during the design of the project.

2. Attending project meetings as necessary to maintain the project budget and schedule; chairing periodic regular meetings and any additional meetings as requested by the City; setting agendas and preparing and distributing meeting minutes. Meetings under basic services may include:
   - Meetings with City staff and management.
   - Meetings required for obtaining permits.
   - Meetings with oversight committees (i.e. City Management, City Council, Planning, etc.).

3. Coordinating with private, public and City utilities (i.e., Information Technology Department, Water Services Department) regarding standard technology and utility issues and incorporating pertinent information in the plans.

4. Submitting and retrieving all required design documents to the various required reviewing agencies.

5. Assisting the City and the CMAR in obtaining all required permits and approvals. As the Project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department and all approvals and permits for the Project.

6. Submitting a brief monthly progress report to the City and Project Team through both design and construction. Monthly progress meeting minutes are acceptable when applicable. Also, the Consultant will be required to submit a quarterly project cash flow schedule for both design and construction phases. The Consultant will collect or estimate the cash flow information from all the parties involved in the project (e.g., design consultants, engineers, construction contractors, etc.) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. This information will be submitted to City Engineering Administration through both design and construction. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to Gloria Olaya (golaya@glendaleaz.com)) with the Engineering Department. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

7. Project Schedule: The Consultant shall prepare an event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule should show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates shall be submitted at the project kick-off meeting. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. After the CMAR is under contract to the City the master scheduling responsibilities will transfer to the CMAR, with the assistance of the Consultant.

8. Invoices: The Consultant shall submit a monthly project invoice. The monthly project invoice will be consistent with the project tasks, the project schedule, and the fee proposal. Project will be delivered to the City's Project Manager no later than the 25th day of the month. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the task percent completed with the associated cost. The invoice will show the amounts previously billed, the

amount due for the current period, the task and project balance, and the percent complete per tasks. The Consultant shall submit one hard copy invoice to the City Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

9. Cash Flow: The cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant. The Consultant will have life cycle design and construction administration responsibility for the project.

B. Task 2 – Programming: The site programming was included in the site assessment and relocation study, however, the preliminary building plan was only provided to establish proof of concept. The programming phase will include, but not be limited to, the following:

1. Finalize building programming:
   - Develop area requirements
   - Review tabulated program document
   - Perform circulation analysis
   - Verify adjacencies
   - Meet with City staff for a 1-hour programming presentation/discussion
   - Make appropriate revisions and finalize recommended programming elements
   - Provide program documents and previously developed site options to CMAR for program levelcost estimate
   - Coordination meeting

2. Coordinate Base Map and additional on-site surveying with BAS/Tetratech

3. On-site survey to bridge the existing detail from an aerial survey provided by the City

C. Task 3 – Geotechnical Report:

The Consultant will perform the following:

1. Utility Coordination

2. Field Exploration
   - 10-12 soils borings
   - Test Pit
   - Soils Samples
   - Seismic Refraction Survey

3. Laboratory Testing

4. Soils Report Preparation

D. Task 4 - Schematic Design:

1. Consulting, with City staff, will develop building diagrams that demonstrate the requirements of the Project and confirm such requirements with the City.

2. Consultant will create a conceptual design based on the program document and relocation study.

3. The Consultant will meet with the City to review the progress of theschematic design and review operational concerns, and discuss the budgetary estimate vs. scope.

4. The Consultant will prepare a schedule for City approval of all required submittals for Planning and Building Safety Departments' (and any other City, County or State agencies) review based upon required review schedules.

5. The Consultant will coordinate the development of a schematic cost estimate with the CMAR in a format and at a level of detail approved by the City.

6. After completion of the schematic the Consultant will submit the preliminary site plan to Planning and Zoning for review. The preliminary site plan will include floor plans, elevations, sections and system narratives.

7. The schematic design phase will be considered completed when the City has approved the schematic design plans and the construction cost estimate.

E. Task 5 - Design Development:

1. Prepare the design development documents, after the City approves the schematic design and construction cost estimate. These documents will consist of preliminary plans, sections and elevations, type of structure, building systems (mechanical, electrical, computer and telecommunications), and specifications to fix and illustrate the size and character of the entire Project, including the kinds of materials, colors and finishes, and such other information as may be appropriate.

2. Design the Project so that the construction shall conform to applicable statutes and regulations.

3. Prepare and furnish the City one perspective sketch of the concept of the completed Project. Create computer-generated renderings for City review. The Consultant shall select and obtain approval of the view for best depiction. The sketch and computer-generated renderings shall become the property of the City.

4. In conjunction with the Project Manager and the CMAR, the Consultant shall hold a plan coordination meeting with the sub-consultants to review and address coordination and integration of the plans provided by the various disciplines.

5. After completion of the design development phase, the Consultant shall deliver the design development plans, specifications and the detailed Project cost estimates to the City for review, comment, and approval.

6. The Consultant will coordinate the design development cost estimate with the CMAR.

7. The design development phase will be considered complete once the City has approved the submitted design drawings/plans and agrees that the construction cost estimate is within the established Project budget.

F. Task 6 - Construction Documents:

1. After the City has approved the design development documents and construction cost estimate, the Consultant shall prepare final, permit-ready construction plans, specifications and contract documents (construction documents).

2. The Consultant shall prepare the drawings using computer programs and formatsapproved by the Glendale Engineering Department. The Consultant shall incorporate the Engineering Department's front end specifications and make no changes, deletions, or additions to these sections without approval by the Engineering Department before inclusion in the final specifications.

3. During the preparation of the construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The construction documents shall comply with all applicable federal, state, and local laws and codes in effect at the time the plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that will impact this Project.

5. The Consultant shall hold a final plan coordination meeting with the sub-consultants and CMAR to review and address coordination and integration of the plans provided by the various disciplines and to the CMAR's subcontractors.

6. Upon completion of construction documents, the Consultant shall provide all design calculations; including structural, mechanical, electrical and plumbing, and the complete set of construction documents for review and approval by the appropriate City agencies. If applicable the Consultant shall include shop drawings or other design calculations provided by the CMAR in the Consultants submittal set. These documents must be sealed and signed by the appropriate responsible party.

7. With the submission of the construction documents, the Consultant shall submit a detailed Project cost estimate that follows the Construction Specification Institute divisions. The Consultant and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City will make the final determination

8. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval(s) of all governmental authorities having jurisdiction over the design of the Project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by the Consultant. The Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plan set.

8. The Consultant shall corporate all corrections received from the reviewing entities into the final bid set of contract documents. If required, the Consultant shall resubmit the revised plans to the City and any other agencies, as required, for approval. Additionally, if required by the Project Manager, the Consultant shall submit a revised cost estimate reflecting the modifications made for this final submittal. The Consultant will coordinate the cost estimate with the CMAR.

9. Upon approval by the City of the complete construction documents the Consultant shall deliver to the City the final reproducible drawings and specifications. These documents shall be sealed and signed by the appropriate responsible party.

10. The Construction Documents Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established Project budget, and agrees that the plans are permit-ready.

G. Task 7 - Bidding:

1. The Consultant will provide the approved construction documents to the CMAR for the development of the GMP.

2. The Consultant will attend the CMAR's pre-bid conference, and prepare all necessary addenda related to construction documents.

3. The Consultant shall respond to questions regarding the construction documents. The Consultant shall receive, review and make recommendations regarding requests for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Bid Phase will be considered complete when the City has accepted the CMAR's GMP.

5. If requested by the City, the Consultant will evaluate the CMAR's bids and GMP, and provide a recommendation letter.

H. Task 8 - Construction Administration: Upon acceptance of the contract award for the construction of this project, the Consultant shall provide construction administration services. The services shall include, but are not necessarily limited to, the following:

1. Preconstruction Conference: The Consultant shall attend a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed.

2. Quality Acceptance: The Consultant shall provide quality acceptance services to perform inspection and acceptance testing for all items of work required by the contract documents. The Consultant shall monitor construction for compliance with the project plans and specifications.

   The Consultant shall provide an on-site representative to observe construction activities. The on-site representative shall visit the project site during the course of critical construction activities, but not less than a couple times per week, depending on the status of work per the Contractor's construction schedule.

   The on-site representative shall be a full-time employee, shall have a minimum of five-year's experience in the architectural, engineering and/or construction profession, and shall have had prior quality acceptance experience on a project of comparable size and scope. The qualifications of the on-site representative shall be approved by the City Project Manager.

   The Consultant shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Consultant will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action concerning cost issues without the prior approval of the City Project Manager.

   The Consultant shall review the Contractor's Quality Control Program to ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under the Contract and shall establish an effective level of quality control.

   The Consultant shall identify and coordinate with the Contractor all required acceptance material tests require by the City, project specifications and consistent with MAG and the UBC. The contractor shall schedule and coordinate all required tests and provide all necessary source sampling and factory acceptance tests, results and inspection information to the Consultant for review and comment. The Consultant will provide any additional control assurance tests if necessary to verify Contractor's compliance with the project plans and specifications. All additional control assurance tests shall be paid by the City or reimbursed to the Consultant if paid by the Consultant.

3. Construction Schedule Review: The Consultant shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required. The Consultant shall observe construction progress and issue a monthly construction observation report. All updated construction schedules must be reviewed and approved prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.

4. Schedule Review and Utility Coordination: The Consultant shall review the Contractor's schedule with particular emphasis on insuring that reasonable time allowances have been made for work required by the various utility companies, prior to approval. The Consultant will assist in the resolution of any utility conflicts

discovered. The Consultant will assist the Contractor will any required correspondence with the utility companies to insure that the Contractor remains on schedule.

5. Coordination of Submittal Reviews: The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.

6. Shop Drawing Review: The Consultant shall review and approve all shop drawings. The Consultant will advise the Contractor before the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Consultant.

7. Conduct Project Meetings: The Consultant shall attend construction project meetings.

8. Special Inspections: The Consultant shall coordinate with the contractor all special installation inspections. In addition to the special inspections required by the City's Building Safety Department, the special inspections shall include roofing and structural inspections. Special inspections shall be performed during installation by a qualified professional, certified or registered by the State of Arizona.

9. Landscape Inspections: The Consultant shall inspect and approve plant material at the source, inspect the soil preparation and planting, inspect and test the irrigation and sprinkler system, and monitor the landscape during the plant establishment and guarantee period. The Consultant will coordinate the activities required.

10. Value Engineering: The Consultant will review and make recommendations on any value engineering proposals, which the Contractor may submit during the project. No value engineering proposal shall be implemented without the prior approval of the Cityproject Manager.

11. Control Points: The Consultant will establish and furnish to the Contractor all necessary baselines and control points which will be used as datum for the work. The actual construction staking will be the Contractor's responsibility.

12. Payments: The Consultant will review and approve the Contractor's initial schedule of values. The Consultant will review all monthly payment requests and advise the City as to acceptability. The final monthly pay requests will be approved and processed by the City. The Consultant's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. The Consultant is responsible for verifying the quantities of work which are the basis of the payment requests.

13. Requests for Information: Interpret construction contract documents and respond when requested by the City or Contractor.

14. Change Order Requests: The Consultant shall review and make recommendations on all change order requests from the Contractor. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City. If requested by the City, the Consultant shall prepare all necessary documents and submittals for City Council approval.

15. Materials Testing: Materials testing will be the responsibility of the Contractor. However, the Consultant shall evaluate and report on tests and test analyses for materials, including concrete, pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.

16. Substantial Completion: Upon substantial completion, the Consultant will inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.

17. Final Inspection and Payment: The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated in order to insure completion of all identified deficient items.

18. Project Closeout: The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.

    - As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one set of record drawings inked on 24"x36", 3 mil. double matte Mylar. The final record drawing Mylars will be the property of the City and shall contain the seal and signature of the architect/engineer of record.

    - The final record drawings shall also be submitted on computer disk in the appropriate format of ACAD, as approved by the City.

19. Startup Assistance: The Consultant will assist the City during startup of the facilities by answering operational questions related to the facility. The Consultant will analyze data from performance testing of equipment by the Contractor or supplier when the construction contract documents require the equipment to be tested after installation. The Consultant will submit the conclusions to the City and Contractor.

20. One-Year Warranty Inspection: The Consultant will conduct, with the assistance of the City, a one-year warranty inspection. The Consultant will prepare a punch list of deficient items discovered during the one-year inspection. The Consultant should anticipate subsequent inspections in order to insure completion of any identified deficient items discovered during the one-year inspection.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C
Professional Services Agreement

SCHEDULE

SCHEDULE

It is currently anticipated that the project duration for the Arrington Watkins Architects team to provide final, bid ready construction documents to the City of Glendale and the Construction Manager at Risk (CMAR) is 180 calendar days from receipt of the Notice to Proceed. The exact schedule will be dependent on availability of required data and time necessary to schedule the requisite meetings to facilitate coordination.

The construction schedule will be established by the CMAR prior to acceptance of the GMP and receipt of the Notice to Proceed.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials not to exceed the amount of $325,438.00.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $325,438.00.

DETAILED PROJECT COMPENSATION

See attached.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to Arrington Watkins Architects, (AWA), for full completion of all work required by the Project during the entire term of the Project must not exceed $325,438.00.

DETAILED PROJECT COMPENSION

Landfill Scale House Relocation Design and Construction Fee Schedule	
TASK	COST
Task 1- General Project Management	$ 4,940.00
Task 2 - Programming	$ 4,990.00
Task 3 – Geotechnical Report	$ 13,950.00
Task 4 – Schematic Design	$ 45,426.00
Task 5 – Design Development	$ 59,142.00
Task 6 – Construction Documents	$ 85,242.00
Task 7 – Bidding	$ 4,998.00
Task 8 - Construction Administration	$ 71,750.00
Consultant's Reimbursable Expenses	$ 5,000.00
Owner's Contingency	$ 30,000.00
TOTAL PROJECT COST:	**$325,438.00**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

PROFESSIONAL SERVICES AGREEMENT WITH ARRINGTON WATKINS ARCHITECTS, LLC FOR DESIGN AND CONSTRUCTION SERVICES FOR THE GLENDALE MUNICIPAL LANDFILL

GLENDALE AZ

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**REZONING APPLICATION ZON13-01 (ORDINANCE): COPPER COVE – 9300 WEST CAMELBACK ROAD (PUBLIC HEARING REQUIRED)**
Staff Contact:	**Jon M. Froke, AICP, Planning Director**

Purpose and Recommended Action

This is a request by Bowman Consulting Group, representing D.R. Horton, Inc. to approve a Rezoning Application for property located on the north side of Camelback Road, approximately 700 feet east of 95th Avenue. The request would amend the development standards of the existing R1-4 PRD (Single Residence, Planned Residential Development) zoning district.

Staff is requesting Council conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON13-01, subject to the stipulations as recommended by the Planning Commission.

Background

The existing R1-4 and R1-10 PRD zoning districts were established through ZON04-13, which was approved by City Council on June 27, 2006. In 2008, the property was platted as two subdivisions, Copper Cove Phase 1 and Copper Cove Phase 2. No lots in either subdivision have been developed.

The applicant intends to develop both phases of the project. Phase 1, which is currently zoned R1-10 PRD, will be developed with the existing development standards. The development standards of Phase 2 will be amended. Modifications include increasing the minimum lot area from 4,200 square feet to 5,625 square feet, decreasing the maximum lot coverage from 55 percent to 50 percent, and increasing the minimum rear setback from 10 feet to 15 feet. These changes will allow the new home builder to offer floor plans not currently permitted through the existing development standards and lot configuration.

The increase in the minimum lot size will result in a reduction of the number of lots in Phase 2 from 180 to 141. Modifications have also been made to landscape areas, entry features, theme walls, and amenities approved in the original PRD.

Analysis

Findings:

- The proposed amendment is consistent in substance and location with the development objectives of the General Plan and any adopted specific area plans.

- The proposal will be compatible with other existing and planned development in the area.
- The proposal meets or exceeds the City's Subdivision Design Expectations regarding site planning, architecture, landscaping, building materials and colors, and screening of mechanical equipment.
- The proposal will result in a quality living environment and accommodate desired lifestyles.
- The proposed project amenities including equestrian and pedestrian trails, bike paths, landscaped areas, entry features, decorative theme walls, playgrounds, and other public and commonly owned open space and recreation facilities are adequate and appropriate for this development.
- The type and quality of house products will be consistent with the intended character of the development.

Staff Analysis:

- The R1-4 PRD and R1-10 PRD zoning districts are the most appropriate districts for implementing the existing LDR and MHDR General Plan land use designations.
- The proposed modifications to the existing PRD are consistent with the original intent of the Copper Cove development plan. The subdivisions will be compatible with existing and planned development in the area.
- The PRD plan meets or exceeds the City's Subdivision Design Expectations regarding site planning, architecture, landscaping, building materials, and colors.
- The proposed project amenities including pedestrian trails, landscaped areas, entry features, decorative theme walls, playgrounds, and other commonly owned open space are adequate and appropriate for this development. The applicant's proposed amendments to the previously approved subdivision themes and amenities are appropriate.
- The type and quality of house products will be consistent with the intended character of the development.

Staff recommends approval of ZON13-01, by Ordinance, subject to the following stipulations:

1. Development shall be in substantial conformance with the Copper Cove PRD development plan dated May 3, 2013.

2. All half-street improvements on Camelback Road, 95th Avenue, and street improvements on Missouri Avenue (where designated) shall be completed at the time of development. Required improvement standards are determined by the City of Glendale Engineering Design and Construction Standards. Missouri Avenue improvements shall be as determined by the Maricopa County Department of Transportation and the City of Glendale.

Previous Related Council Action

On June 27, 2006, the City Council approved Rezoning Application ZON04-13, which rezoned the property from A-1 (Agricultural) to R1-4 PRD and R1-10 PRD. On February 14, 2008, City Council approved Final Plat Application FP07-01 for Copper Cove Phase 1. On April 9, 2008, City Council approved Final Plat Application FP07-17 for Copper Cove Phase 2.

Community Benefit/Public Involvement

Approval of this request would facilitate the future development of this property with single-family residential land uses. The proposed neighborhood would add to the city's housing stock, provide a variety of housing units, and utilize existing infrastructure.

On December 28, 2012, the applicant mailed 103 notification letters to adjacent property owners and interested parties inviting them to a neighborhood meeting on January 14, 2013. The councilmember for the Yucca District was the only person who attended. The councilmember had questions regarding floor plans, energy efficiency of the proposed house product, and the possibility of purchasing the property at the southwest corner of 91st and Missouri avenues. She also requested an eight-foot high wall along the east property line and that a courtesy letter be sent to property owners along the north side of Missouri Avenue. The applicant agreed to construct an eight-foot wall and mail the letters notifying the owners of the requested amendments.

Following the mailing, Planning received one phone call from a resident of Pendergast West Amended, which is the subdivision to the north. The caller wanted to verify that the request would not amend Phase 1 of the development. Planning staff confirmed that Phase 1 would remain as previously approved. The applicant's Citizen Participation Final Report is attached.

A Notice of Public Hearing for the City Council hearing was published in *The Glendale Star* on August 22, 2013. Notification postcards for the public hearing were mailed to adjacent property owners and interested parties on August 23, 2013. The property was posted on August 23, 2013.

Attachments

Ordinance

Excerpt of Draft Meeting Minutes

PRD Book

CP Final Report

ZON13-01 Map

ZON13-01 Aerial

ORDINANCE NO. 2859 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE DEVELOPMENT STANDARDS FOR THE PLANNED RESIDENTIAL DEVELOPMENT TITLED "COPPER COVE" LOCATED AT 9300 WEST CAMELBACK ROAD; AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on August 1, 2013, in zoning case ZON13-01 in the manner prescribed by law for the purpose of amending the development standards for the Copper Cove Planned Residential Development located at 9300 West Camelback Road;

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on May 16, 2013; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the amendment of the development standards of property as aforesaid and the Mayor and the Council desire to accept such recommendation and amend the development standards of the property described on Exhibit A in accordance with the Development Plan currently on file with the Planning Division as of the date of this ordinance.

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

SECTION 1. That the development standards for a parcel of land in Glendale, Maricopa County, Arizona located at 9300 West Camelback Road are hereby conditionally amended as enacted by Ordinance No. 2517 dated June 27, 2006 in accordance with the Development Plan currently on file with the Planning Division as of the date of this ordinance.

SECTION 2. That the rezoning herein provided for be conditioned and subject to the development being in substantial conformance with the Copper Cove development plan prepared May 3, 2013.

SECTION 3. That the amendments to the Copper Cove Planned Residential Development herein provided for be further conditioned and subject to the following:

1. Development shall be in substantial conformance with the Copper Cove PRD development plan date stamped May 3, 2013.

2. All half-street improvements on Camelback Road, 95th Avenue, and street improvements on Missouri Avenue (where designated) shall be completed at the time of development. Required improvement standards are determined by the City of Glendale Engineering Design and Construction Standards. Missouri Avenue improvements shall be as determined by the Maricopa County Department of Transportation and the City of Glendale.

SECTION 4. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 5. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

z_13_01

EXCERPT OF THE MINUTES
CITY OF GLENDALE PLANNING COMMISSION

CITY COUNCIL CHAMBERS
5850 WEST GLENDALE AVENUE
GLENDALE, ARIZONA 85301

THURSDAY, AUGUST 1, 2013
7:00 PM

ZON13-01 A request by Bowman Consulting Group, representing D.R. Horton, to amend the development standards of the existing R1-4 PRD (Single Residence, Planned Residential Development) zoning district, as approved in ZON04-13. The site is located north and east of the northeast corner of 95th Avenue and Camelback Road (9300 West Camelback Road). Staff Contact: Karen Stovall, Senior Planner (Yucca District).

PP13-01 A request by Bowman Consulting Group, representing D.R. Horton, for a request to approve the preliminary plat for Copper Cove Phase 2. The site is located north and east of the northeast corner of 95th Avenue and Camelback Road (9300 West Camelback Road). Staff Contact: Karen Stovall, Senior Planner (Yucca District).

Karen Stovall, Senior Planner, said Cases ZON13-01 and PP13-01 are requests by Bowman Consulting Group for the site located north and east of the northeast corner of 95th Avenue and Camelback Road. The existing Copper Cove PRD zoning district was approved by Council on June 27, 2006. In 2008, the property was platted as two subdivisions, Copper Cove Phase I and Phase 2. No lots in either subdivision have been developed.

Ms. Stovall said the applicant intends to develop both phases of the project. Phase 1, which is currently zoned R1-10 PRD, located adjacent to Missouri Avenue, will be developed with the existing development standards. The zoning request is to amend the development standards of Phase 2 which is the portion of site zoned R1-4 PRD. She continued saying the modifications have also been made increasing the minimum lot area from 4,200 sq. feet to 5,625 sq. feet, decreasing the maximum lot coverage from 55 to 50 percent, and increasing the minimum rear setback from 10 feet to 15 feet. These changes will allow the new home builder to offer floor plans not currently permitted through the existing development standards and lot configuration. The increase in the minimum lot size will result in a reduction of 39 lots in Phase 2 from 180 to 141. She added that modifications have also been made to landscape areas, entry features, theme walls, and amenities approved in the original PRD.

Ms. Stovall said for Copper Cove Phase 2, the application proposes a 141 lot single-family subdivision on 38 acres with a density of 3.7 dwelling units per acre. The lot sizes vary from 5,750 square feet to 9,178 sq. feet with an average size of 6,784 sq. feet. The proposed minimum

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lot width is 50 feet and minimum depth is 112.5 feet. She stated that vehicular access will be provided by entrances off 95th Avenue and Camelback Road.

The applicant held a neighborhood meeting on January 2013. The Yucca District Councilmember attended. The Councilmember had questions regarding floor plans, energy efficiency of the house product and the possibility of purchasing the property at the southwest corner of 91st and Missouri. She also requested an 8 foot high wall along the east property line and that a courtesy letter be sent to property owners along the north side of Missouri Avenue. The applicant agreed to both requests. She explained that following the mailing, planning received one telephone call from a resident of Pendergast West Amended. The caller wanted to verify that the request would not amend Phase 1 of the development. Planning staff confirmed that Phase 1, adjacent to Missouri Avenue, would remain as previously approved.

Ms. Stovall stated this request meets or exceeds the city's residential design and development manual regarding site planning, landscaping, colors and building materials. This request is consistent with the guidelines for Planned Residential Development by providing flexibility in a house product.

In conclusion, Ms. Stovall stated this request appears to meet the required findings for approval and should be approved, subject to the stipulations listed in the staff report.

Chairperson Petrone called for questions from the Commission.

Vice Chairperson Larson asked if Phase 1 preliminary plat was still active or did it need to be reapproved. Ms. Stovall stated that both of these subdivisions have been platted and recorded with the county. She explained the applicant is amending the final plat of Phase 2.

Chairperson Petrone remarked that what they were essentially doing was going from zero clearance lot lines to standard residential lots which create more of a traditional neighborhood.

Chairperson Petrone called for the applicant to make a presentation.

Ms. Shelby Duplessis, Bowman Consulting Group, stated she did not have anything to add. She said she normally does not have a case where they were actually increasing lots and setbacks and decreasing coverage. She noted this case was a dream come true project. She reiterated that they will not be changing anything in Phase 1 and were only improving Phase 2.

Chairperson Petrone opened the public hearing.

Bonnie Ervine, speaker, stated she lived directly north of the Phase 1 part of the development. She was told by the city that she was not part of the area being considered because they separated out the entities for Phase 1 and 2. However, according to documentation as far back as 2004, it has been treated as one entity. There was no letter or notice sent to the 300 ft. affect range. She believes they avoided the citizen's participation meeting by splitting the entities. She stated that Glendale acts like the arbitrator between developers and other community members. She explained that in the past, Glendale has worked actively to secure and contribute support from

the neighborhood. However, the issue was that this was not part of the original intent of the land in 2004. She read excerpt from people that were there at the time this project originated. She stated the lots were to be ½ to 1 acre home sites with a minimum of 1 ½ acres. As a result, she suggested to staff that in order to accommodate both the residents and Pendergast West, that the access off the main entry to Missouri be relocated either to 95th Avenue or Camelback. Additionally, that the gated fire department access to the south of the property become the main driveway. She noted that by doing that the nature of the community would not impact the residents to the north in any manner. She reiterated that this was only one development in separate phases, not separate projects.

Vice Chairperson Larson remarked that Phase 1 is not part of this discussion. Although he understands the speakers concerns, it was not within the Commission's ability to make changes during this meeting. Ms. Stovall stated he was correct. She added the rezoning application is to amend the R1-4 development standards not the R1-0 zoning subdivision.

Chairperson Petrone asked Deborah Robberson, Deputy City Attorney for guidance. Ms. Robberson stated Ms. Stovall was correct in her assertion.

Chairperson Petrone noted there was a six foot block wall that backs to Missouri; therefore, it would be hard to see what size lots were on the other side of the wall unless they went into the subdivision. Ms. Stovall agreed. Ms. Ervine in response said she would be able to see what is over the wall.

Mr. Froke stated he appreciated Ms. Ervine's input and that he and Ms. Stovall had been glad to have gone over the files with her the afternoon the day before the meeting. He said much like they do anywhere else in the city, city staff tries to do their best to meet people halfway and resolve issues. Staff considers this a really good project and is comfortable with the current proposal.

Since there was no further discussion, he closed the public hearing on PP13-01.

Commissioner Aldama stated he met with the high school district in the area and noted they were very excited about this project coming into the area since it will increase their student population. However, they have some concerns with light and noise ordinances. He asked if the school had to follow any new ordinances regarding those issues now that homes were being built there. Ms. Stovall explained that school districts did not have to comply with city guidelines. Commissioner Aldama clarified that he was the one concerned with the ordinances. He added the school was eager to welcome the new community and excited to have a great relationship with the new homeowners.

Mr. Froke commented that the applicant actually designed the area in a manner where a street provides a buffer from the school.

Commissioner Aldama made a motion to recommend approval of <u>ZON13-01</u> subject to the stipulations listed in the staff report. Vice Chairperson Larson seconded the motion, which was approved unanimously.

Deborah Robberson, Deputy City Attorney said this action is a recommendation to the City Council for final action.

Commissioner Aldama made a motion to approve PP13-01 subject to the stipulations listed in the staff report. Vice Chairperson Larson seconded the motion, which was approved unanimously.

Deborah Robberson, Deputy City Attorney said this is final approval by the Planning Commission subject to a written appeal if filed within 15 days.

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COPPER COVE

9251 West Missouri Avenue

A Planned Residential Development

Prepared for:

D.R. Horton, Inc.

20410 North 19th Avenue

Phoenix, AZ 85027

Prepared By:

Bowman Consulting Group, Ltd.

3010 S. Priest Drive, Suite 103

Tempe, AZ 85282

April 8, 2013 – Last Revised Date

January 10, 2013 – Submitted

ZON13-01

Copper Cove

Planned Residential Development

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Exhibits

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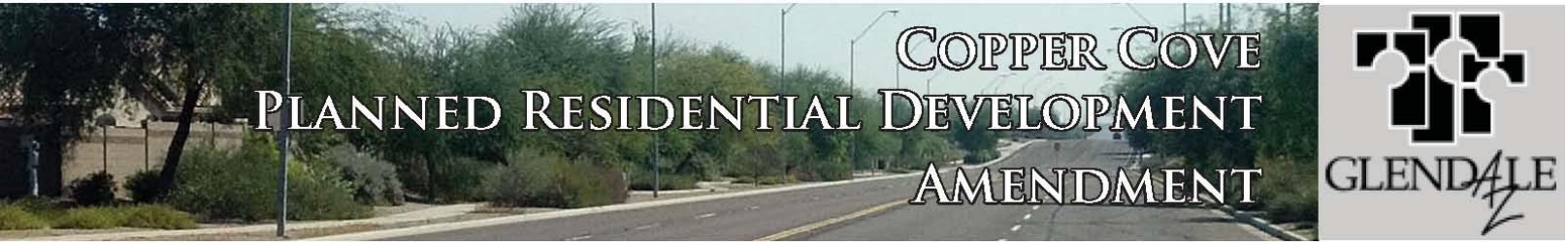
Exhibit G1 Typical Lot Setback R1-4 PRD

Exhibit G2 Typical Lot Setback R1-10 PRD

Exhibit H Street Cross Sections

Exhibit I Drainage Plan

Exhibit J Phasing Plan



1.0 Introduction

Copper Cove is a proposed 177 lot single family residential development on approximately 58-acres located at the northeast corner of 95th Avenue and Camelback as described in **Exhibit A**, Legal Description, and depicted on **Exhibit B**, Vicinity Map. This request is to amend the existing Planned Residential Development overlay, see **Exhibit D**, Zoning Exhibit.

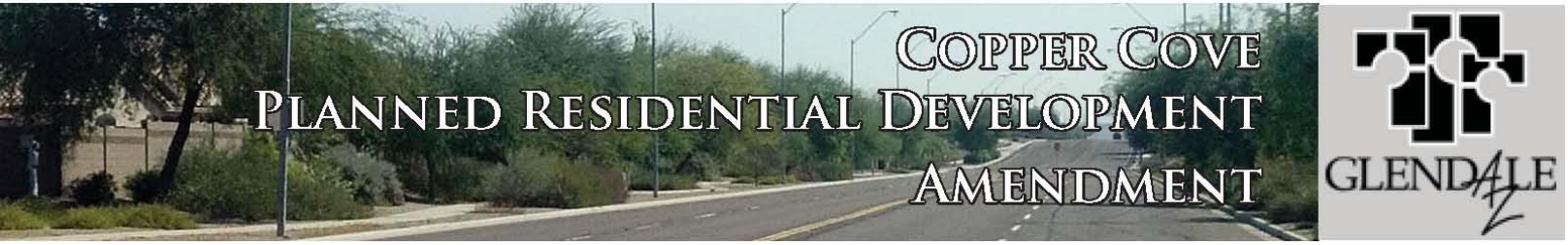
The uniquely designed project is bounded by 1-acre lots to the North; Copper Canyon High School to the East; Terracita Subdivision to the South across Camelback Road; and the Agua Fria Towne Center west of 95th Avenue, and vacant land to the immediate southwest. The vacant land to the southwest is planned as commercial, with a bank existing at the immediate northeast corner of 95th Avenue and Camelback Road. This Planned Residential Development (PRD) will feature a variety of lot sizes, with decorative walls, landscaped entry features, ramadas, a tot lot and themed landscaping. The overall project is unique in that it can be identified as two separate subdivisions, a north parcel and a south parcel, that are linked together by open space and amenities. Copper Cove will have entrances off of 95th Avenue, Camelback Road and Missouri Avenue.

Table 1: Surrounding Land Use

North	Maricopa County Rural-43 zoning; Pendergast West Subdivision.
South	City of Phoenix R1-6 zoning; Terracita Subdivision.
East	City of Glendale A-1 zoning; Copper Canyon High School, R1-8 PRD east of 91st Avenue.
West	City of Glendale CSC zoning and A-1 school site; Aqua Fria Towne Center. (PAD)
Onsite	City of Glendale R1-4 and R1-10 zones with PRD overlay

- **Buffering / Integration with Surrounding Area**

Copper Cove is an infill community surrounded by residential development to the North, a high school to the East, residential to the South and the Aqua Fria Towne Center and vacant land to the West. (See **Exhibit C**; Aerial Map). This community will have access to Camelback Road, 95th Avenue and Missouri Avenue. The larger lots adjacent to Missouri Estates will back onto Missouri Avenue and have a rural landscape tract between the theme wall and the street, which complements the existing condition for the lots directly to the north. The lots adjacent to 95th Avenue and Camelback Road will be buffered by enhanced landscaping within a dedicated open space tract. In addition, an 8-foot high theme wall will be provided along the back of the lots along both 95th Avenue and Camelback Road.



2.0 General Plan Conformance

The current General Plan classification of the project is Low Density Residential (1-2.5 DU/AC) and Medium-High Density Residential (5-8 DU/AC) (See **Exhibit F;** General Plan Land Use Map). The Project will not be deviating from these Land Use categories.

3.0 PRD Development Plan

For this site, two zoning categories exist, the R1-4 and R1-10 residential zoning categories with a PRD overlay. (See **Exhibit D;** Zoning Exhibit) The PRD covers the two separate zonings on the site; however this amendment is only to amend the development standards on the southern R1-4 parcel. The intent of the PRD is to:

- Encourage innovative planning for neighborhoods by providing greater flexibility in design standards,
- Provide a diversity of lots with varied garage orientations creating varied setbacks which avoids uniformity and diversifies the streetscape,
- Create a neighborhood that has a unique character and special identity,
- Promote the efficient use of land by enabling the development of parcels which would otherwise be difficult to develop, and
- Enhance the existing neighborhood by providing high end standards for quality homes within the new community.

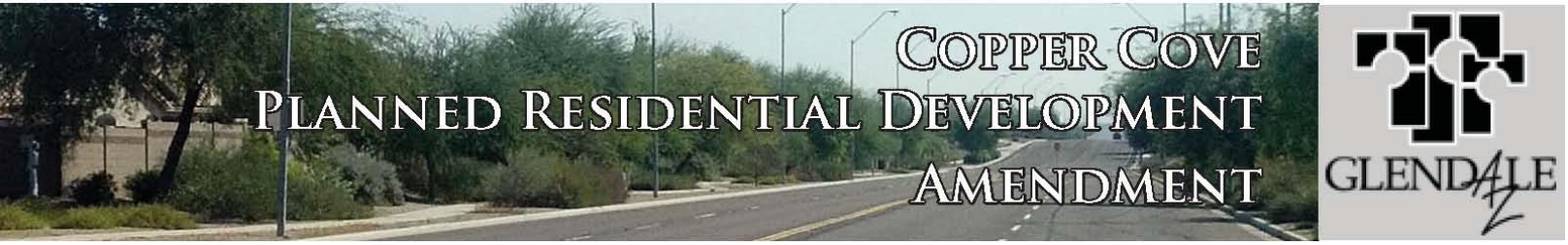
4.0 Site Data

Table 2A: Copper Cove Phase 2 Land Use Table

R1-4 PRD Residential	38.64 Acres
R1-10 PRD Residential	18.05
Total Lots	177
Total Area	56.69 Acres
Total Open Space	12.28 Acres (21.27%)
Gross Density	3.07 DU/AC

Table 2B: Copper Cove Phase 2 Usable Open Space Table

LOT	LAND USAGE	AREA (SF)	AREA (AC)
TRACT A	LANDSCAPE, OPEN SPACE, RETENTION, PUE	97,898.09	2.247
TRACT D	LANDSCAPE, OPEN SPACE, RETENTION, PUE	54,848.11	1.259
TRACT H	LANDSCAPE, OPEN SPACE, RETENTION, PUE	35,907.15	0.824
TRACT L	LANDSCAPE, OPEN SPACE, RETENTION, PUE	22,259.73	0.511
TRACT M	LANDSCAPE, OPEN SPACE, RETENTION, PUE	31,161.93	0.715
TRACT N	LANDSCAPE, OPEN SPACE, RETENTION, PUE	18,044.85	0.414
TRACT Q	LANDSCAPE, OPEN SPACE, RETENTION, PUE	12,363.01	0.284
TRACT R	LANDSCAPE, OPEN SPACE, RETENTION, PUE	8,912.45	0.205
	TOTAL/PERCENTAGE	281,395.32	6.460/16.72%



5.0 Project Design

The Copper Cove southern parcel is a residential community including 85' x 138', 60' x 120'/112.5' and 58'/53'/52'/50' x 115' lots, with shared amenities throughout. The project is designed to utilize the site as efficiently as possible given its shape and the access constraints. The use of cul-de-sacs reduces the amount of traffic traveling in front of the homes as well as creates a smaller and quieter neighborhood feel.

The northern parcel and southern parcel will not be connected by an internal road to eliminate cut-thru traffic. A pedestrian trail will instead connect the two parcels and open space amenities. The northern parcel with larger lot sizes will provide transition between the varying intensities to the north and south as well as the surrounding communities. Open Space amenities will include but are not limited to; tot lots, ramadas, a volley ball court, pedestrian trails and turf areas.

The northern portion of Copper Cove was previously platted with 36 larger lots and a large park space on the southwestern corner of the property, which will remain unchanged. Residents of the northern parcel will access their community off of Missouri Avenue, closer to 91st Avenue, to reduce the amount of traffic which passes in front of the Pendergast West Community.

The southern portion of Copper Cove is comprised of 141 lots which will offer a high quality of living for persons desiring single family detached homes within a small upscale neighborhood environment. Careful attention has been made to design a development that promotes variety with a distinct sense of community.

Access for the southern parcel is served by entrances off of 95th Avenue to the west and Camelback Road to the south. The primary entrances will have entry features with monumentation and enhanced landscaping.

Copper Cove will feature lush desert landscaping with elegant wall design and entry monumentation. Materials used will complement the surrounding rural neighborhoods to the north while adding its own distinct signature. All plant material throughout the project will be chosen for their qualities of lushness and color capabilities.

- **Development Schedule**

Copper Cove will be developed in three separate phases, the northern parcel will be developed as phase one and the southern parcel will be developed in phases two and three. Each phase will be dependent on and driven by market conditions (See **Exhibit J;** Phasing Plan).

6.0 Development Guidelines

Copper Cove will be developing under the existing R1-4 and R1-10 residential zoning districts, with a PRD overlay. Copper Cove has met the intent of the City's guidelines where applicable considering the unique constraints for this 58-acre site. The constraints include the shape of the parcel, the two different residential general plan designations, the existing uses on all four sides, Missouri Avenue not connecting to 95th Avenue, the limited frontage on Camelback Road, and planning the site to make sure abutting exception parcels are accommodated.

Copper Cove, through its design, has accomplished all of the engineering, land use and design expectations of the surrounding community, and required by the city, to make this project a wonderful community for future homeowners and pleasing to existing neighbors.

Coordination has occurred with the design team and staff on developing the five basic design elements for the community: Open Space and Amenities, Perimeter Improvements, Streets, Lot Layout and Setbacks, and Lot Size. The requirements as outlined in the Residential Design and Development Manual have been met.

7.0 Development Standards

Copper Cove has a proposed total of 177 lots. The development standards established for this project have been carefully considered to allow for flexibility within this unique neighborhood. This PRD Amendment will create the opportunity for variations to the minimum standards. See the Typical Lot Details in **Exhibits G1 and G2**; Typical Lot Setbacks.

Table 3: R1-4 and R1-10 PRD Site Data Table

R1-10 PRD Parcel

Gross Area		18.05 acres
Open Space	Landscaping & Retention	4.60 acres (25.49%)
36 Lots	85' x 138' Residential	10.15 acres
Avg. Lot Size		12,278 sf
Min. Lot Width		85 feet
Avg. Lot Width		85 feet
Gross Density		1.99 DU/AC

R1-4 PRD Parcel

Gross Area		38.64 acres
Open Space	Landscaping & Retention	7.48 acres (19.36%)
141 Lots	60 x 120; 60 x 112.5; 58' & 53' & 52' & 50' x 115' Residential	21.96 acres
Avg. Lot Size		6,784 sf
Min. Lot Width		50 feet
Avg. Lot Width		58 feet
Gross Density		3.65 DU/ AC
Total Open Space		**12.28 acres (21.27%)**
Project Total		**57.71 acres**

Table 4: R1-4 and R1-10 PRD Comparison Table

	Existing R1-4 PRD District Standards	**Proposed R1-4 PRD Standards**	**Existing R1-10 PRD Standards** (to remain)
Minimum Net Lot Area	4,200 sf	5,625 sf	11,475 sf
Minimum Lot Width	42' / 52'	50'	85'
Minimum Lot Depth	90'	112.5'	135'
Minimum Front Setback (measured from property line)	10' to living area or side entry garage, 20' to front loaded garage, measured from property line to face of garage	10' to living area or side entry garage, 20' to front loaded garage, measured from property line to face of garage	15' to living area or side entry garage, 20' to front loaded garage
Minimum Rear Setback	10'	15'	25'
Minimum Side Setback	5' and 5'	5' (10' combined)	5' (20' combined)
Minimum Street Sideyard Setback	5' (with 10' side tract)	5' (with 10' side tract)	5' (with 10' side tract)
Maximum Structure Height	30'	30'	30'
Maximum Percentage Lot Coverage	55%	50%	45%
Minimum distance between building on adjacent lots	10'	10'	20'

***Encroachments:** Fireplaces, bay windows, eves, media niches, and basement window casings may encroach into the side setback a maximum of 2-1/2 feet for a total length not to exceed 10 feet on any building elevations.

8.0 House Products

The R1-4 PRD lots will offer a minimum of six floor plans and three different elevations for each floor plan to its residents. All materials, colors and styles will comply with the theme of the overall development. All main exterior colors will be variations of earth tones. A separate application for design review of the house product will be submitted.

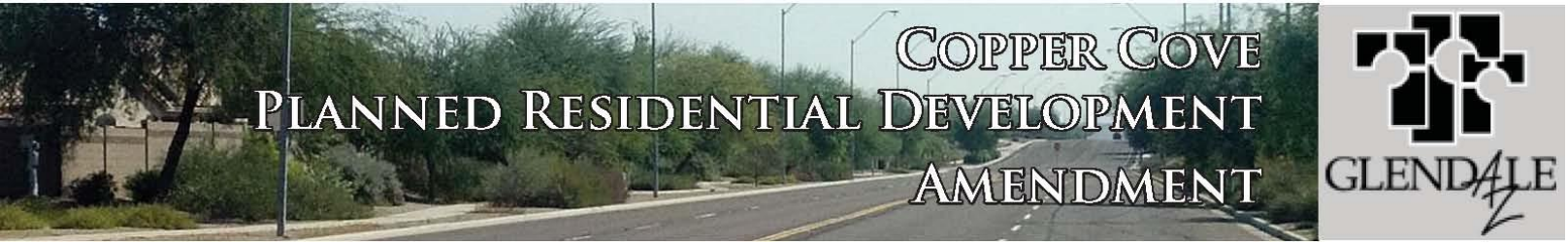
The homes within this subdivision offer a tremendous amount of flexibility between lifestyles. The ease of maintenance and common amenities for the R1-4 PRD lots accommodate the needs of empty nesters, young professionals and seasonal residents. Useable yard space that is efficiently designed provides outdoor privacy areas. The detached nature of the lots eliminates noise transfer and other nuisances that occur between attached units and the variation in massing offers an enhanced level of differentiation between homes.

The proposed floor plans in the R1-4 PRD portion of the development will vary in size from 1,800 square feet up to 4,000 square feet. At least three distinct elevation variations will be offered with additional exterior options available for homebuyers to further diversify their home. The larger lots will offer a minimum of six floor plans and vary in size from 2,300 square feet up to 4,000 square feet, with three different elevations for each floor plan. Each of the floor plans can be easily altered based on buyer's preferences to allow homebuyers to customize floor plans to fit their specific needs.

Both products provide for variation in massing by dramatically changing orientation of the living areas and garages. The garage orientation varies between a side-entry and recessed on alternating lots. This large amount of variation assures a varied streetscape that is not dominated by garage doors. If any other product is offered, it will meet the guidelines as outlined below.

Each home shall include the following:

1. Stucco exterior with accents
2. Covered rear patio integrated into the design of the home
3. Ground mounted AC Units
4. Three color variations of a concrete tile roof
5. Stucco accents and window treatments on all windows and entries
6. Two-car garage with standard coach lighting
7. Window frames will be vinyl with low-e windows
8. Roof vents painted to match tile roof color
9. Exterior light fixtures at front entrance
10. Variations of sectional metal roll-up garage door with raised paneling
11. Front yard landscape packages on southern parcel
12. 8-foot, 9-foot and 10-foot high ceilings
13. Structures prewire packages for cable, internet, and telephone
14. Energy-star Efficiency



9.0 Landscaping, Entry Features, and Perimeter Walls

The Project has been designed to provide future residents an inviting and pedestrian friendly community through thoughtful landscaping and amenity design. Throughout the process lot configurations have been removed or revised and the layout redrawn to create a continual open space tract from the south end of the community to the north end as well as provide further landscaped buffering for the residents to the north within Pendergast Estates. To maximize the pedestrian friendly continuous open space corridor, a 6' stabilized trail system will connect all the amenities to allow exercise and pedestrian travel between them.

Amenities that may be provided within the main open space areas include a neighborhood park, a tot lot, a volley ball court, and a group ramada area. Total open space for the Project now accounts for over 21% of the site, 12.28-acres. A Conceptual Landscape Plan is provided as **Exhibit E**.

The landscape concept for Copper Cove utilizes a plant palette indigenous to the area and will be complementary to the proposed architectural theme. Drought resistant plans and trees will be the predominant materials used in the overall landscape design with colorful accent materials incorporated in the open spaces. Streetscape standards along Camelback Road, Missouri Street and 95th Avenue will include plant materials compatible with the City's street landscape program.

Subdivision identification signs will be provided at the entrances off of Camelback Road and 95th Avenue and Missouri Avenue. The entrances on Camelback Road, 95th Avenue and Missouri Avenue will have entry monumentation.

Theme perimeter wall design on Camelback Road and 95th Avenue will be simple and reflect the patterns and forms of the entry features. A combination of split-face and smooth-face block will create a unique pattern with columns that will help set apart the subdivision and complement the entry feature. All walls will be painted, stained, or treated with a protective finish to allow for easy graffiti removal.

- Landscape Maintenance Responsibilities

The Covenant Conditions and Restrictions (CC&R's) for Copper Cove will identify that the Copper Cove Homeowners Association (HOA) will own and maintain the entry feature, retention areas, amenities, landscaping within all open space tracts and decorative perimeter walls. The CC&R's will restrict the use of the single-family lots to use the uses permitted by the City of Glendale's Zoning Ordinance and the Copper Cove PRD narrative as approved by the Glendale City Council.

10.0 SRP Irrigation

An SRP Irrigation ditch runs east to west along the north side of the subdivision on the south side of Missouri Avenue and an SRP tail water ditch runs north to south along the western boundary of the east side of the 95th Avenue. Missouri Avenue improvements will require portions of the existing ditch to be tiled by the developer and in accordance with SRP standards. As the site is developed, the SRP easement and lines will be outside of Glendale right-of-way.

11.0 Grading and Drainage Concept

The project generally slopes to the Southwest. No off-site flows impact the site. The project will be designed to retain the 100-year 2-hour storm of on-site runoff. Three main open space/ landscape tracts will be depressed to retain these on-site flows. There are two ultimate outfall locations for this site. Excess water from the retaining basins will flow either to 95th Avenue or to Camelback Road. Typical street cross sections and the conceptual grading and drainage plan for the project are included in **Exhibit I**; Drainage Plan.

12.0 Transportation and Circulation

Regional transportation is provided by Agua Fria Freeway (Loop 101) that runs north-south approximately ½ mile west to the subject site.

The southern parcel has excellent off-site transportation corridor access with Camelback Road as its southern boundary and 95th Avenue on its western boundary. Half street improvements will be made for both 95th Avenue and Camelback Road adjacent to the Copper Cove Site.

The interior street pattern has been designed to limit the number of homes a person has to pass before getting to a subdivision exit while taking advantage of the efficient use of cul-de-sacs because of the unique shape of the property. Typical streets within the Project will include 50 feet of right-of-way with detached sidewalks. Entrances into Copper Cove will include 60 feet of right-of-way and two of the three will have medians, also with detached sidewalks, as shown on **Exhibit H**, Street Cross Sections.

13.0 Public Improvements

The City of Glendale has an existing 48” sewer main in Camelback Road and a 36” main in 95th Avenue. Additional 8” sewer lines will be constructed within the interior streets that will properly service the proposed development to meet the domestic demands.

The City of Glendale has an existing 8” water line in Camelback Road and 12” water lines in 95th Avenue and Missouri Avenue. Additional 8” water lines will be constructed within the interior streets that will properly service the proposed

development to meet the domestic demands. The interior system will be looped through the proposed subdivision and tie into the existing surrounding system.

All utilities will be under ground in accordance with the City of Glendale Ordinance.

14.0 PRD Required Findings

The proposal is consistent in substance and location with the development objectives of the General Plan and any adopted specific area plans.

Copper Cove is in conformance with the 2025 Glendale General Plan. The Project meets the current General Plan designation for the site consisting of Low-Density Residential on the north and Medium-High Density Residential and Parks and Open Space to the south. The 2025 General Plan designates a park/ open space site originally planned for a public park. The developer is providing a community with a neighborhood park area for active and passive recreation activities. Therefore the development is still meeting the General Plan by providing a 5-acre park for recreational open space within the overall community

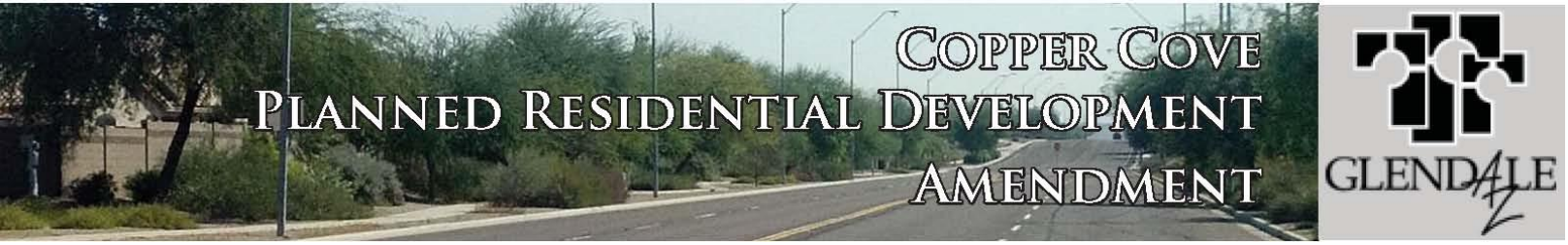
The proposal will be compatible with other existing and planned development in the area.

Copper Cove is consistent with the neighboring communities and PRD's within Glendale. The change in intensity from the north to the south was a direct result of ensuring compatibility with the larger residential community to the north and the more intense development to the south.

The proposal meets or exceeds the City's Subdivision Design Expectations regarding site planning, architecture, landscaping, building materials and colors, and screening of mechanical equipment.

The Project meets the intent of the Residential Design and Development Manual in providing a higher standard of subdivision design through quality, marketable, and sustainable development. Every effort has been made to comply with the recommended design guidelines within the context of this project

The proposal will result in a quality living environment and accommodate desired lifestyles.



The PRD allows for a high quality of living for persons desiring single-family detached homes within a community which offers a variety of lot sizes, floor plan styles and elevations. Copper Cove provides ample amenities and open space opportunities for its residents.

The proposed project amenities including equestrian and pedestrian trails, bike paths, landscaped areas, entry features, decorative theme walls, parks, playgrounds, and other public or commonly owned open space and recreation facilities are adequate and appropriate for this development.

Amenities within this Project are dispersed throughout the development to provide the residents with recreational amenities as efficiently as possible. Amenities include but are not limited to: tot lots, ramadas, a volleyball court, pedestrian trails and turfed areas, along with entry features and decorative theme walls.

The type and quality of house products will be consistent with the intended character of the development.

The Project has provided a minimum of fourteen product guidelines to ensure consistent quality and design of the housing products as development occurs.

EXHIBIT A
LEGAL DESCRIPTION

DECEMBER 20, 2012
PROJECT # 9700-01-001

LEGAL DESCRIPTION
COPPER COVE
BOUNDARY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

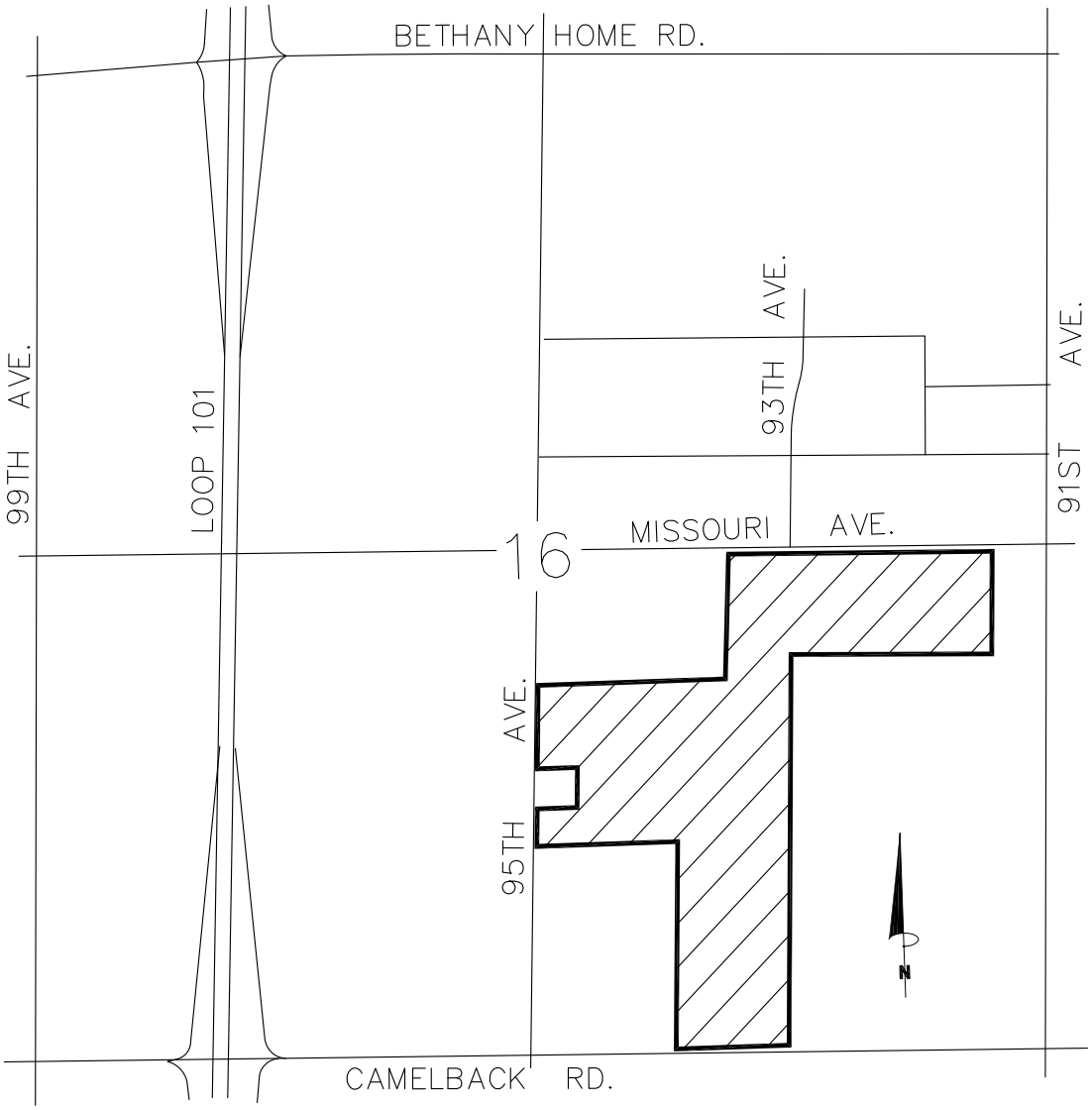
PARCEL NO. 1
LOTS 1 THROUGH 36 (INCLUSIVE) AND TRACT A THROUGH G (INCLUSIVE), OF COPPER COVER PHASE 1, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 988 OF MAPS, PAGE 23 AND THEREAFTER AFFIDAVIT OF CORRECTION RECORDED AS 2008-056518 OF OFFICIAL RECORDS.

PARCEL NO. 2
LOTS 1 THROUGH 180 (INCLUSIVE) AND TRACTS A THROUGH X (INCLUSIVE) , OF COPPER COVE PHASE 2, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 989 OF MAPS, PAGE 18.

SAID PARCEL CONTAINS 2,469,465 SQUARE FEET OR 56.6911 ACRES, MORE OR LESS.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
52139
JERRY L.
DODD JR.
DATE SIGNED 12-20-12
ARIZONA U.S.A.
Expires 6-30-14

EXHIBIT B
VICINITY MAP



Bowman CONSULTING
3010 South Priest Drive Ste 103
Tempe, Arizona 85282
Phone: (480) 629-8830
www.bowmanconsulting.com

COPPER COVE

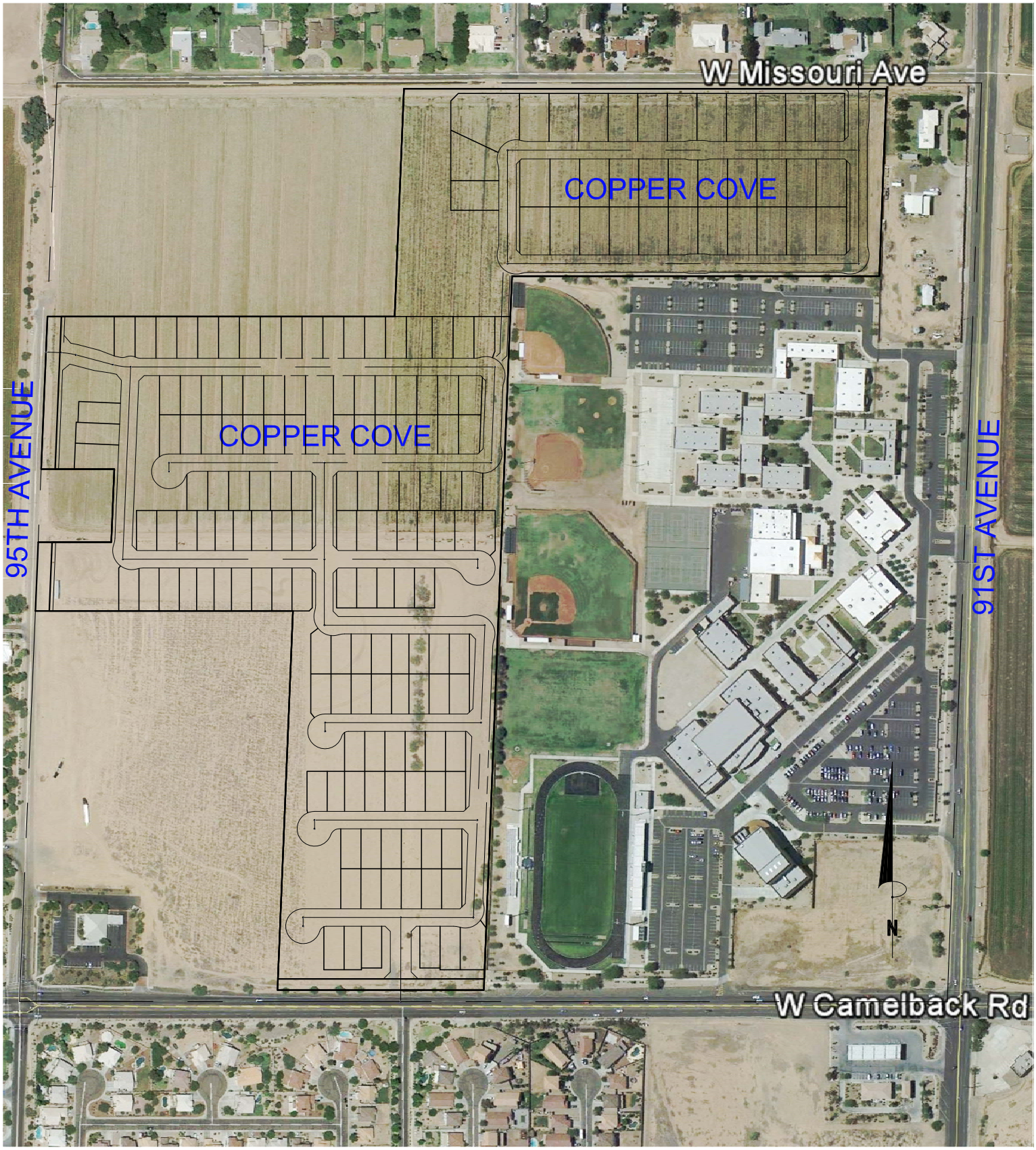
GLENDALE, ARIZONA

VICINITY MAP EXHIBIT

JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	B

CAD FILE NAME: P:\9700 – Copper Cove\9700–01–001 (ENG)\Engineering\Exhibits\9700 Vicinity Map Exhibit.dwg 12/10/2012

EXHIBIT C
AERIAL MAP



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COPPER COVE

GLENDALE, ARIZONA

AERIAL MAP

JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	C

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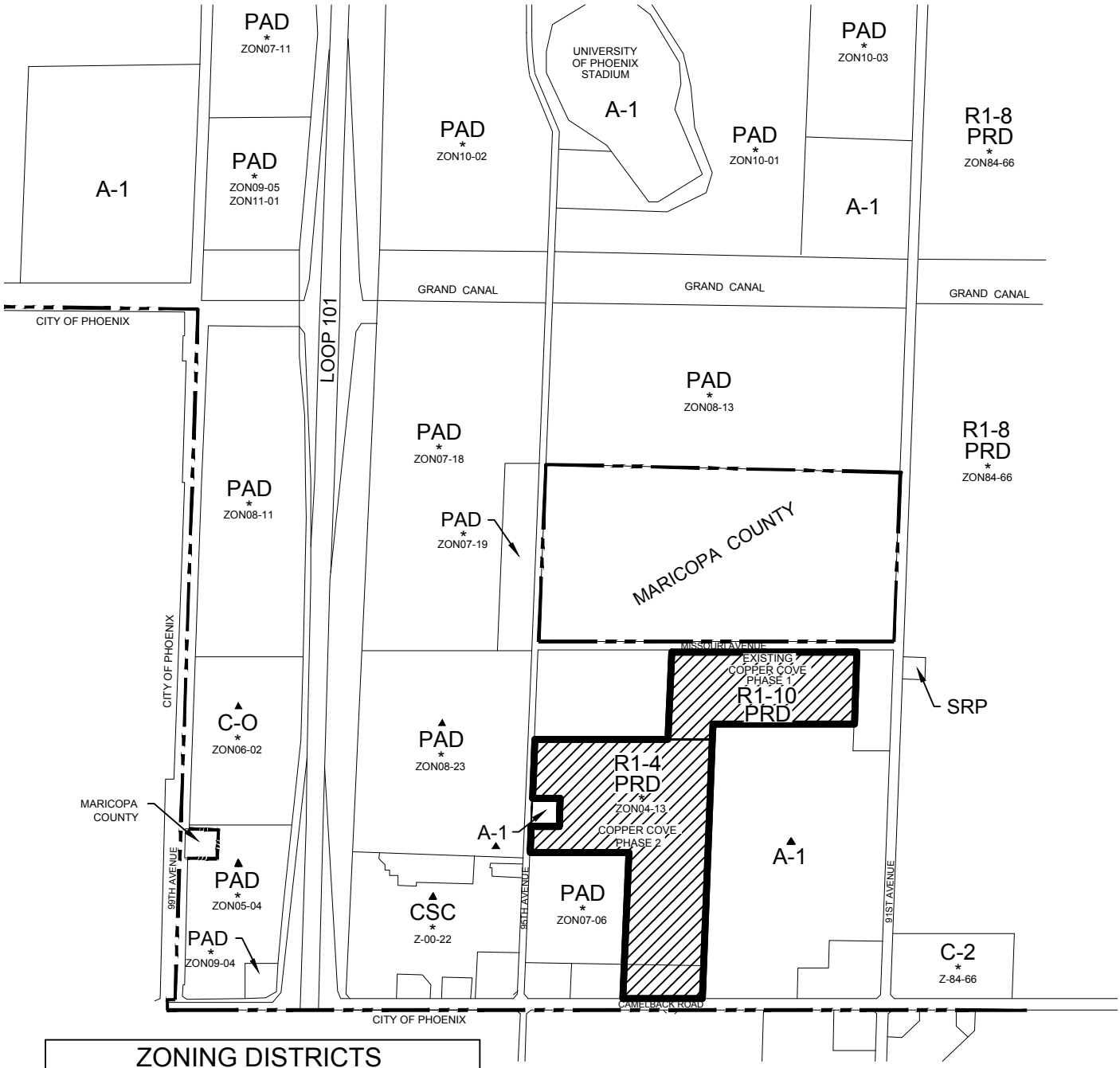
EXHIBIT D
ZONING EXHIBIT



ZONING DISTRICTS	
ZONE	GENERAL USE
A-1	Agricultural
R1-4	Single Residence
R1-8	Single Residence
C-O	Commercial Office
C-2	General Commercial
CSC	Commercial Shopping Center
PAD	Planned Area Development
PRD	Planned Residential Development

LEGEND

CITY LIMITS

▲ ZONING APPROVAL PENDING ORDINANCE ADOPTION

* DEVELOPMENT CONDITIONS ATTACHED TO ZONING APPROVAL (REFERENCE ZONING APPLICATION NUMBER)

N

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COPPER COVE

GLENDALE, ARIZONA

ZONING EXHIBIT

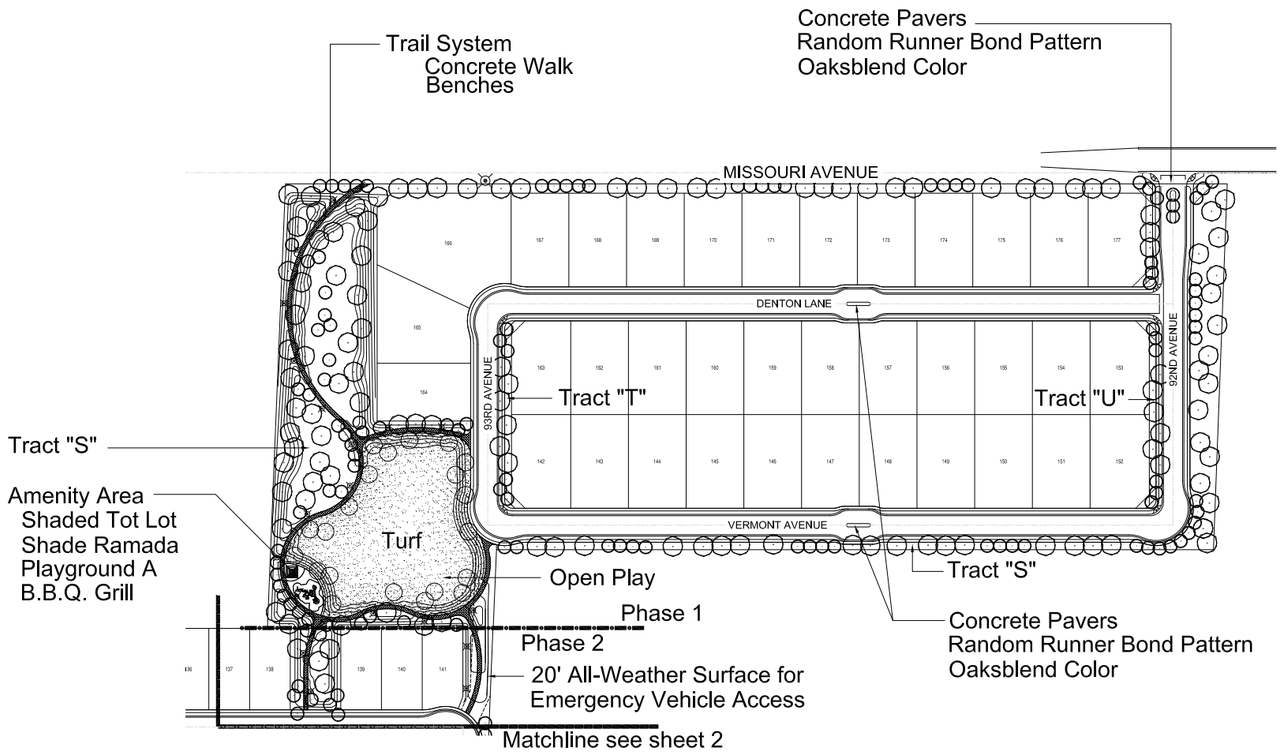
JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	D

CAD FILE NAME: P:\9700 – Copper Cove\9700–01–001 (ENG)\Engineering\Exhibits\9700 D–Zoning Exhibit.dwg 03/30/2013

EXHIBIT E
CONCEPTUAL LANDSCAPE PLAN

Copper Cove Phases 1 and 2

Preliminary Planting Plan



PLAN VIEW PHASES 1 AND 2 LANDSCAPE PLAN

NORTH

0 100 200 300 feet

SCALE: 1"=100'

CONCEPT PLANT SCHEDULE

DESERT SHADE TREES
Cercidium floridum / Blue Palo Verde
Prosopis chilensis / Chilean Mesquite

TURF SHADE TREES
Dalbergia sissoo / Rosewood
Ulmus parvifolia 'True Green' / True Green Elm

ACCENT TREES
Acacia farnesiana smallii / Sweet Acacia
Chilopsis linearis / Desert Willow

LARGE SHRUBS
Cassia biflora / Twin Flowered Cassia
Dodonaea viscosa 'Purpurea' / Purple Leafed Hopseed Bush
Leucophyllum frutescens 'White Cloud' / White Cloud Texas Ranger

MEDIUM SHRUBS
Convolvulus cneorum / Bush Morning Glory
Leucophyllum langmaniae 'Rio Bravo' TM / Barometerbush
Ruellia californica / Wild Petunia

GROUND COVER
Acacia redolens 'Lowboy' / Bank Catclaw
Lantana x 'New Gold' / New Gold Lantana
Myoporum parvifolium 'Tucson' / Trailing Myoporum

TURF
Cynodon dactylon 'Midiron' / Bermuda Grass

TOTAL LANDSCAPE TRACT AREAS – PHASE 1			
	USE	AREA (SF)	AREA (AC)
TOTAL		200,418.58 SF	4.60 AC

USEABLE OPEN SPACE – PHASE 1			
LOT	USE	AREA (SF)	AREA (AC)
TRACT S	OPEN PLAY	142,147.98	3.263

TOTAL LANDSCAPE TRACT AREAS – PHASE 2			
	USE	AREA (SF)	AREA (AC)
TOTAL		325,962.23	7.482

USEABLE OPEN SPACE – PHASE 2			
	USE	AREA (SF)	AREA (AC)
TRACT A	OPEN SPACE	97,898.09	2.247
TRACT D	OPEN SPACE	54,848.11	1.259
TRACT H	OPEN SPACE	35,907.15	0.824
TRACT L	OPEN SPACE	22,259.73	0.511
TRACT M	OPEN SPACE	31,161.93	0.715
TRACT N	OPEN SPACE	18,044.85	0.414
TRACT Q	OPEN SPACE	12,363.01	0.284
TRACT R	OPEN SPACE	8,912.45	0.205
TOTAL		281,395.32	6.460

NOTES

1. The 5 foot landscape area between the back of curb and the face of the offset sidewalk shall be planted and maintained by the developer. If this area is adjacent to the individual lots then they will be installed as part of the front yard landscape package as the lots are developed and will be maintained by the homeowner. The plant material shall include (1) 15 gal. tree and (2) 1 gal. groundcover per lot. The area will also receive 2" of decomposed granite.

2. All Tot Lot areas shall be covered with a fabric shade structure.

3. Area lighting (bollards, 12' pole mounted fixtures, and ramada fixtures) shall be installed along the trail system and tot lot areas.

LIGHTING SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	Bollard	39	
	Pole Mounted Fixture	3	
	Ramada Fixture	3	

PLAYGROUND A TRACT "S"

PLAYGROUND B TRACT "D"

PLAYGROUND C TRACT "A"

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Phoenix, Arizona 85014
Phone: (602) 264-6831
http://www.cvlci.com

NO.	REVISION	DATE

Preliminary Landscape Plan

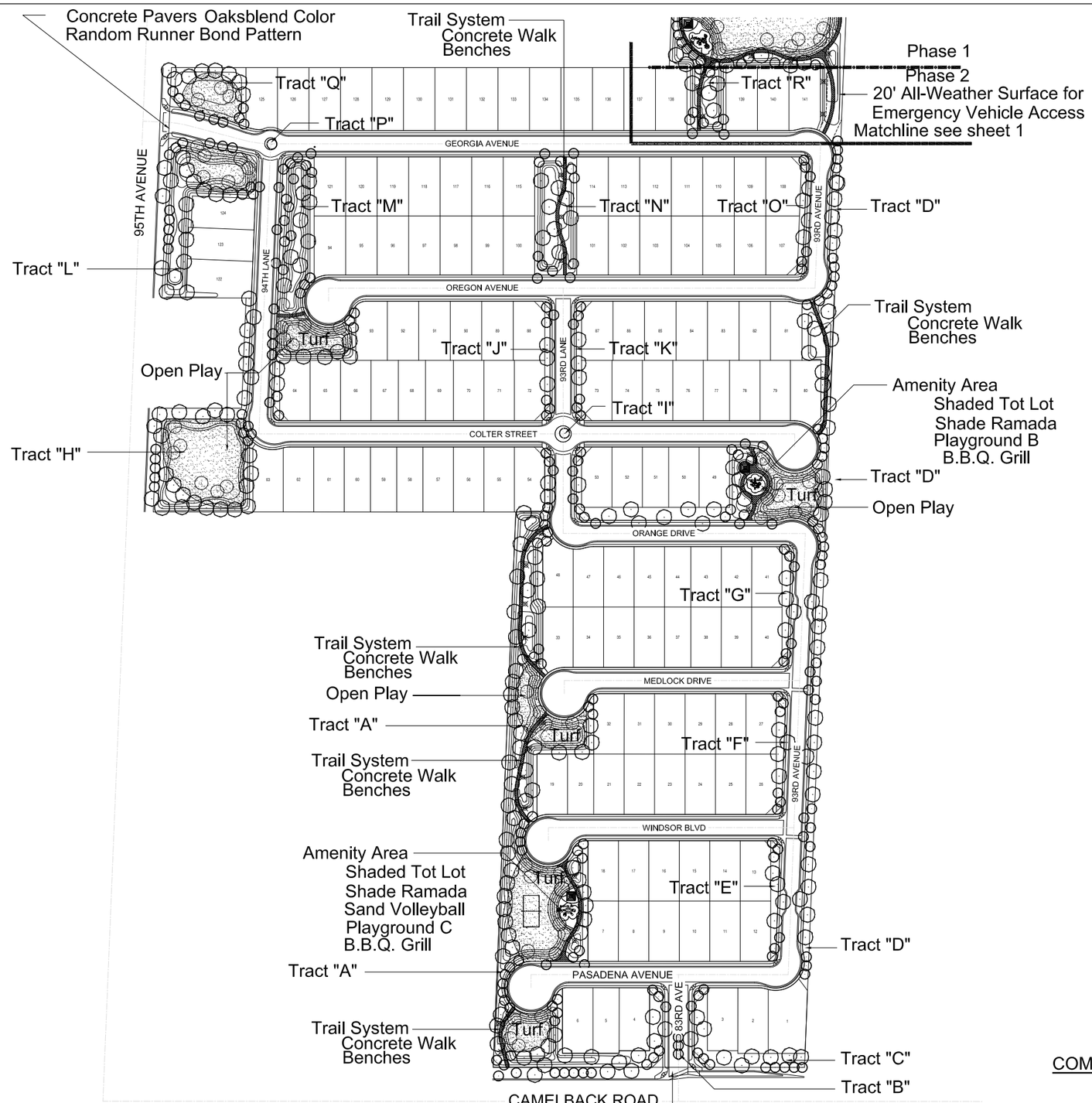
Copper Cove Phases 1 and 2
Preliminary Landscape Plan
95th Avenue and Camelback Road

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 21411
EARL J. SWETLAND
Date Signed 08-01-13
ARIZONA, U.S.A.
Expires 6-30-2013

SHEET
1 OF 4

CVL Contact: E. Swetland, RLA
CVL Project #: 01-0230601
CVL File #:

$USER$
$DATE$
$TIME$
$FILENAME$



PLAN VIEW PHASE 2 LANDSCAPE PLAN

CONCEPT PLANT SCHEDULE

DESERT SHADE TREES
Cercidium floridum / Blue Palo Verde
Prosopis chilensis / Chilean Mesquite

TURF SHADE TREES
Dalbergia sissoo / Rosewood
Ulmus parvifolia 'True Green' / True Green Elm

ACCENT TREES
Acacia farnesiana smallii / Sweet Acacia
Chilopsis linearis / Desert Willow

LARGE SHRUBS
Cassia biflora / Twin Flowered Cassia
Dodonaea viscosa 'Purpurea' / Purple Leafed Hopseed Bush
Leucophyllum frutescens 'White Cloud' / White Cloud Texas Ranger

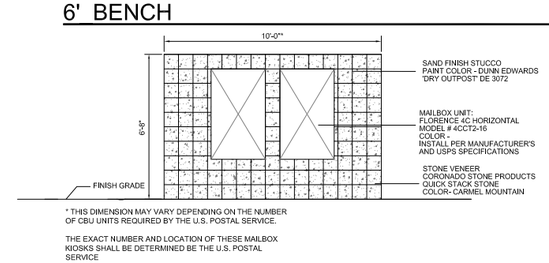
MEDIUM SHRUBS
Convolvulus cneorum / Bush Morning Glory
Leucophyllum langmaniae 'Rio Bravo' TM / Barometerbush
Ruellia californica / Wild Petunia

GROUND COVER
Acacia redolens 'Lowboy' / Bank Catclaw
Lantana x 'New Gold' / New Gold Lantana
Myoporum parvifolium 'Tucson' / Trailing Myoporum

TURF
Cynodon dactylon 'Midiron' / Bermuda Grass

SHADE RAMADA

6' BENCH



COMMUNITY MAILBOXES

NORTH

CVL
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Phone: (602) 264-6831
http://www.cvlci.com

NO.	REVISION	DATE

Preliminary Landscape Plan

Copper Cove Phases 1 and 2
Preliminary Landscape Plan
95th Avenue and Camelback Road

Registered Landscape Architect
Certificate No. 21411
EARL J. SWETLAND
Date Signed 08-01-13
ARIZONA, U.S.A.
Expires 6-30-2013

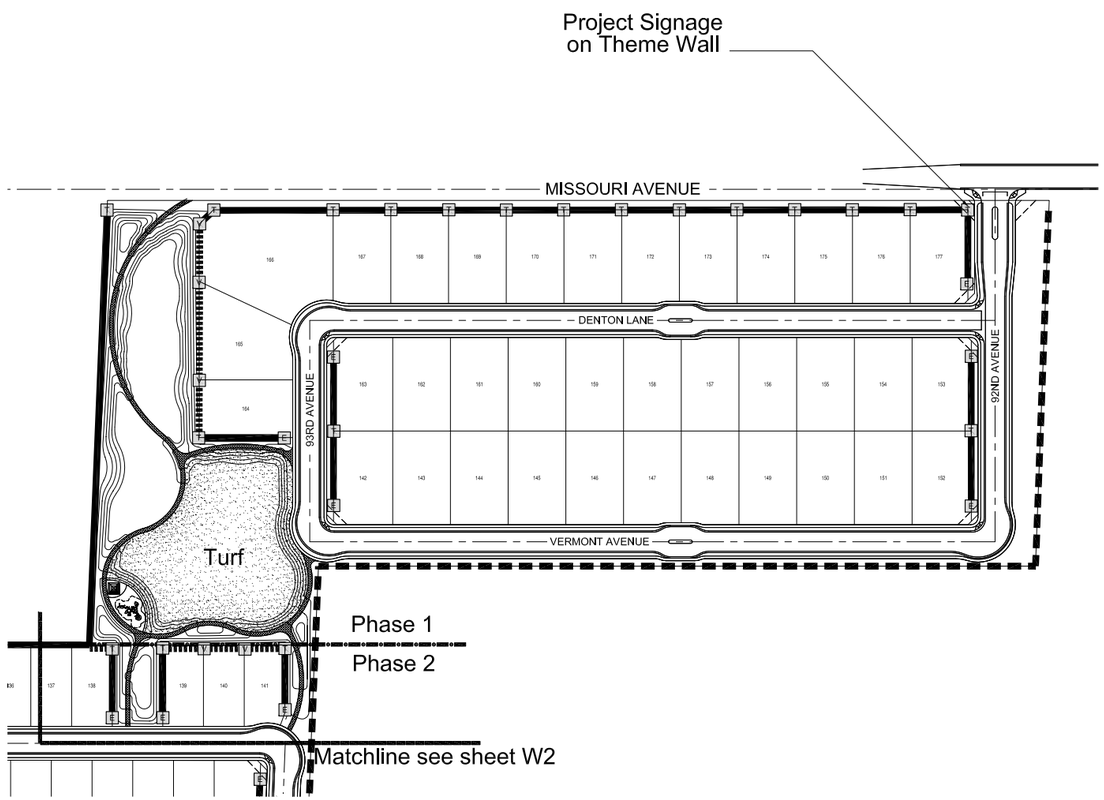
SHEET
2 OF 4

CVL Contact: E. Swetland, RLA
CVL Project #: 01-0230601
CVL File #:

$USER$
$DATE$
$TIME$
$FILENAME$

Copper Cove Phases 1 and 2

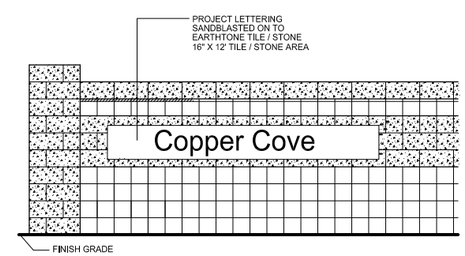
Preliminary Wall Plan



PLAN VIEW PHASES 1 AND 2 WALL PLAN

WALL SCHEDULE

V	View Wall Column
E	End of Wall Column
T	Theme Column
	6' Theme Wall
	8' Theme Wall
	6' View Wall

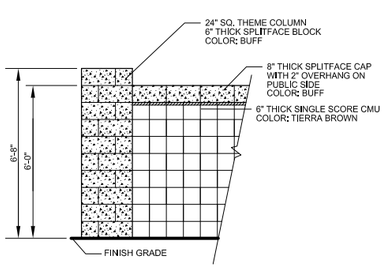


PROJECT SIGNAGE ON THEME WALL

NORTH

0 100 200 300 feet

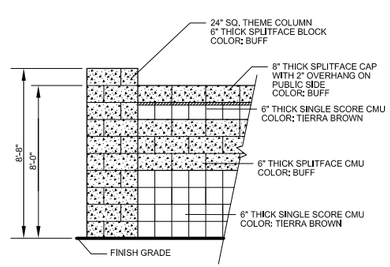
SCALE: 1"=100'



ALL CMU BLOCK SHALL BE INTEGRAL COLORED.

6' THEME WALL

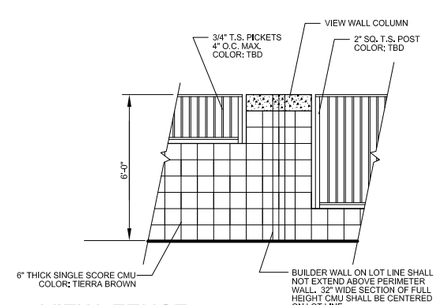
Standard Wall shall be used on all interior walls



ALL CMU BLOCK SHALL BE INTEGRAL COLORED.

8' THEME WALL

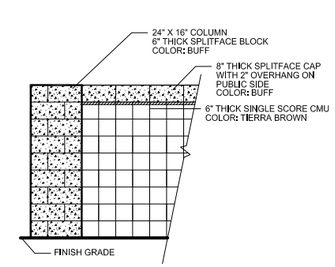
Theme Wall shall be used along all arterial roads



ALL CMU BLOCK SHALL BE INTEGRAL COLORED.

VIEW FENCE

View Fence shall be used along the rear yards that back on large open space areas



ALL CMU BLOCK SHALL BE INTEGRAL COLORED.

END OF WALL COLLUMN

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http://www.cvlci.com

NO.	REVISION	DATE

Preliminary Landscape Plan

Copper Cove Phases 1 and 2
Preliminary Landscape Plan
95th Avenue and Camelback Road

Registered Landscape Architect
Certificate No. 21411
EARL J. SWETLAND
Date Signed 6-01-12
ARIZONA, U.S.A.
Expires 6-30-2012

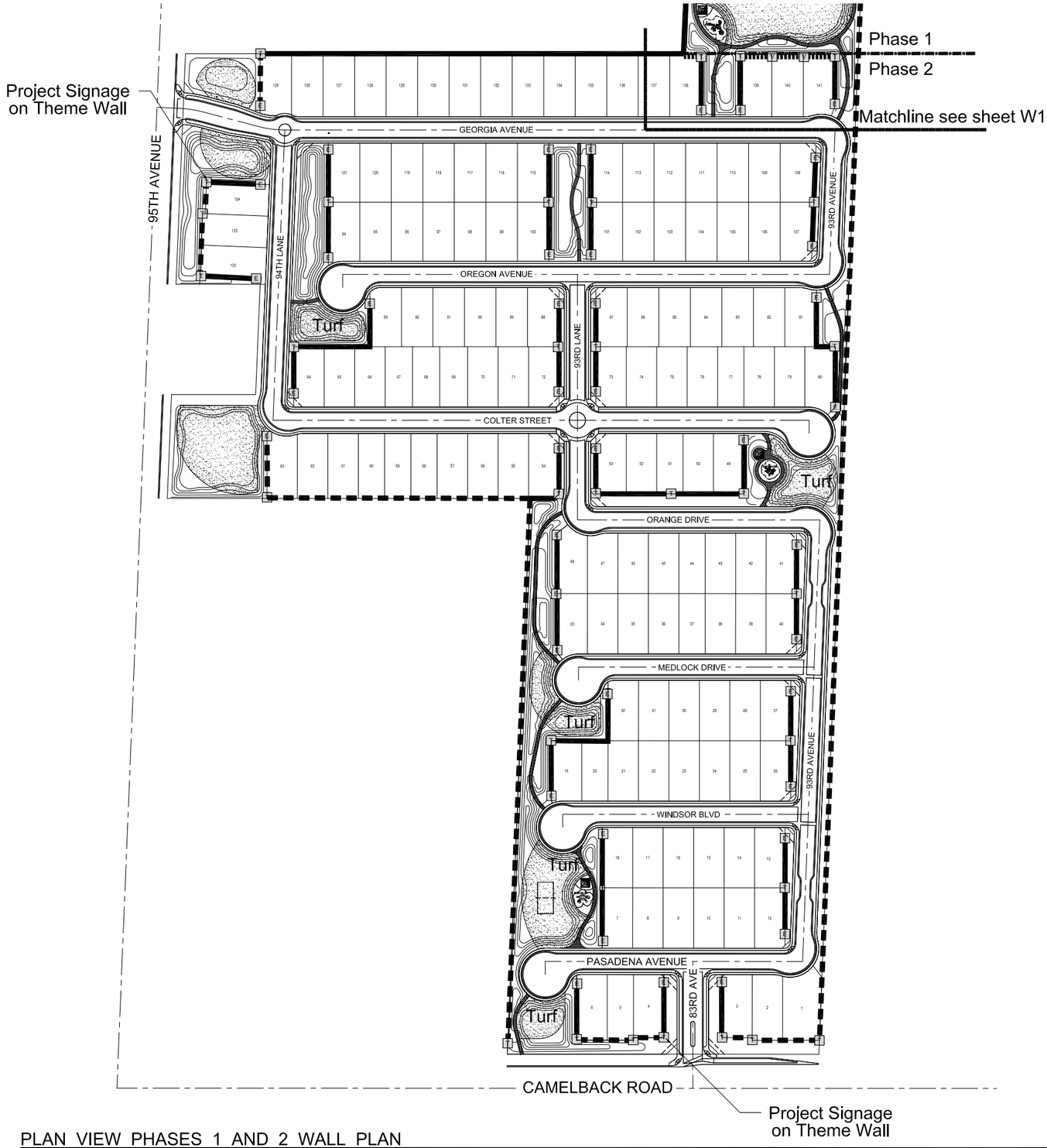
SHEET
3 OF 4

CVL Contact: E. Swetland, RLA
CVL Project #: 01-0230601
CVL File #:

$USER$
$DATE$
$TIME$
$FILENAME$

Copper Cove Phases 1 and 2

Preliminary Wall Plan



PLAN VIEW PHASES 1 AND 2 WALL PLAN

0 100 200 300 feet
SCALE: 1"=100'

WALL SCHEDULE

V	View Wall Column
E	End of Wall Column
T	Theme Column
▬	6' Theme Wall
▬ ▬ ▬ ▬	8' Theme Wall
▮▮▮▮▮▮▮▮▮▮▮▮▮▮	6' View Wall

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Preliminary Landscape Plan

Copper Cove Phases 1 and 2
Preliminary Landscape Plan
95th Avenue and Camelback Road

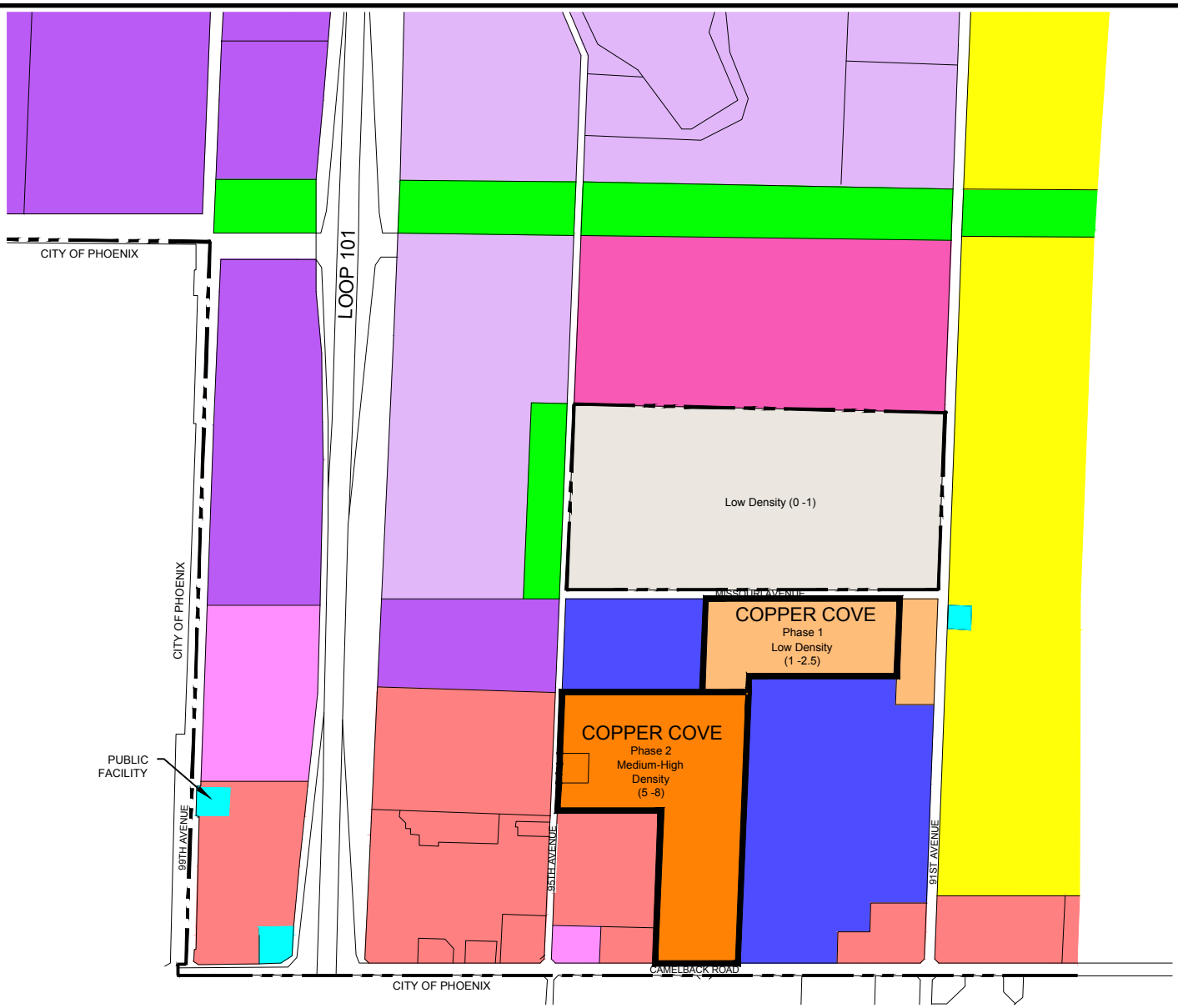
Registered Landscape Architect
CERTIFICATE NO.
21411
EARL J.
SWETLAND
Date Signed 6-6-13
ARIZONA, U.S.A.
Expires 6-30-2013

SHEET
4 OF 4

CVL Contact: E. Swetland, RLA
CVL Project #: 01-0230601
CVL File #:

$USER$
$DATE$
$TIME$
$FILENAME$

EXHIBIT F
GENERAL PLAN LAND USE MAP



LAND USE DESIGNATIONS	
	Low Density Residential: 0 - 1 du/ac
	Low Density Residential: 1- 2.5 du/ac
	Medium Density Residential: 2.5 - 3.5 du/ac
	Medium High Density Residential: 5 - 8 du/ac
	Office
	Planned Commercial
	Entertainment Mixed-Use
	Corporate Commerce Center
	Business Park
	Educational
	Parks and Open Space
	Public Facility

LEGEND

CITY LIMITS

PROJECT BOUNDARY

N

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COPPER COVE

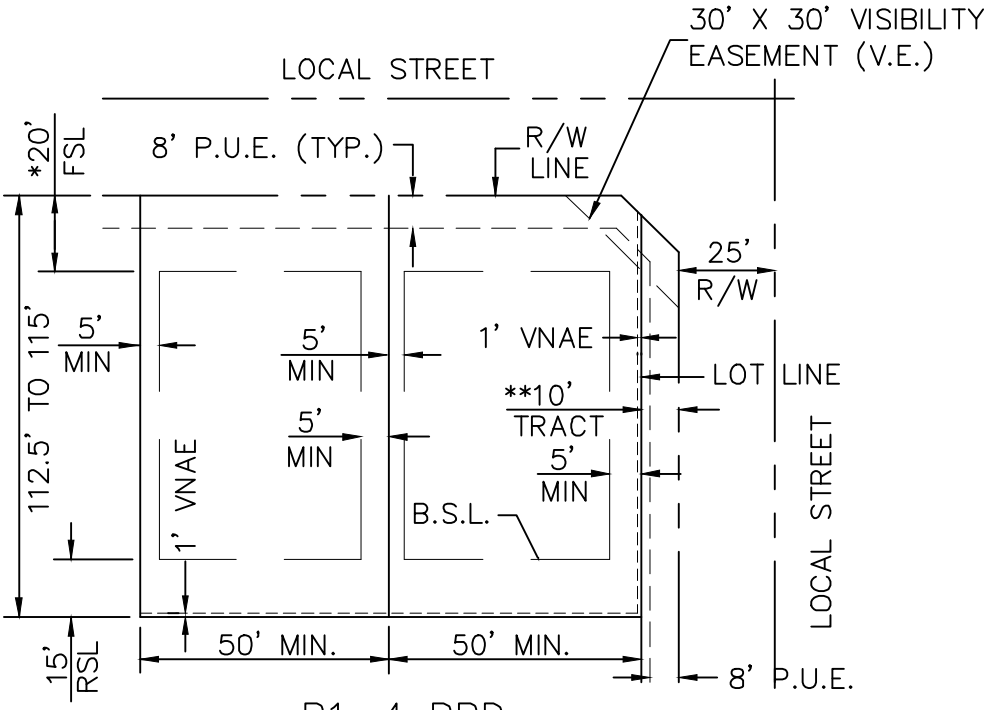
GLENDALE, ARIZONA

GENERAL PLAN LAND USE MAP

JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	F

CAD FILE NAME: P:\9700 – Copper Cove\9700-01-001 (ENG)\Engineering\Exhibits\9700 F-General Plan Land Use Map.dwg 03/30/2013

EXHIBITS G1 AND G2
TYPICAL LOT SETBACKS



R1–4 PRD
TYPICAL LOT DETAIL
(50' TO 58' WIDTH LOTS)
N.T.S.

* A MINIMUM OF 10' FRONT SETBACK (FSL) IS PERMITTED TO LIVING AREAS OR SIDE ENTRY GARAGES.
** A 10' (MIN) TRACT SHALL BE PROVIDED ADJACENT TO A STREET SIDE YARD SETBACK.
– MINIMUM DISTANCE BETWEEN BUILDING ON ADJACENT LOTS IS 10'.
– MAXIMUM LOT COVERAGE IS 50%

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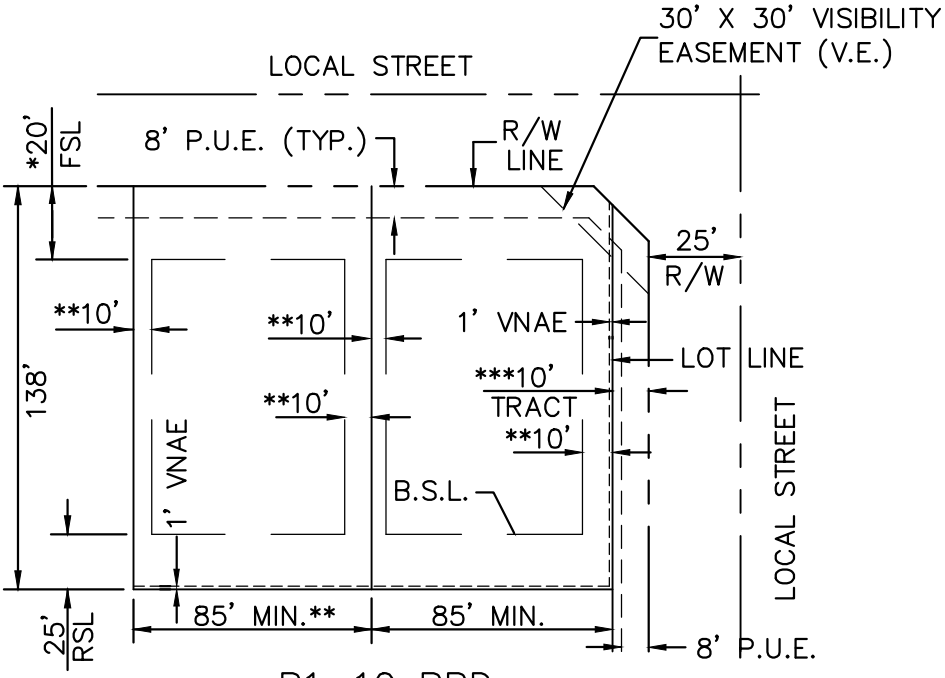
TYPICAL LOT SECTBACK - R1-4 PRD

JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	G1

CAD FILE NAME: P:\9700 – Copper Cove\9700–01–001 (ENG)\Engineering\Exhibits\9700 G1–Typical Lot Setback Phase 1 Exhibit.dwg 03/30/2013



R1–10 PRD
TYPICAL LOT DETAIL
(85' WIDTH LOTS)
N.T.S.

* A MINIMUM OF 15' FRONT SETBACK (FSL) IS PERMITTED TO LIVING AREAS OR SIDE ENTRY GARAGES.
** MINIMUM SIDE YARD SETBACK OF 5' (20' COMBINED)
*** A 10' (MIN) TRACT SHALL BE PROVIDED ADJACENT TO A STREET SIDE YARD SETBACK.
– MINIMUM DISTANCE BETWEEN BUILDING ON ADJACENT LOTS IS 20'.
– MAXIMUM LOT COVERAGE IS 45%

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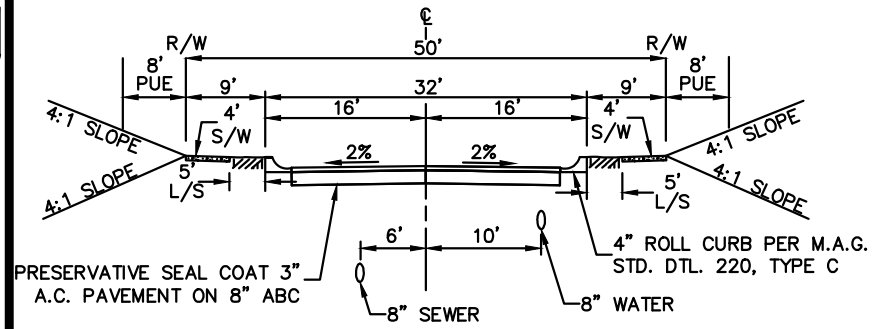
TYPICAL LOT SECTBACK - R1-10 PRD

JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	G2

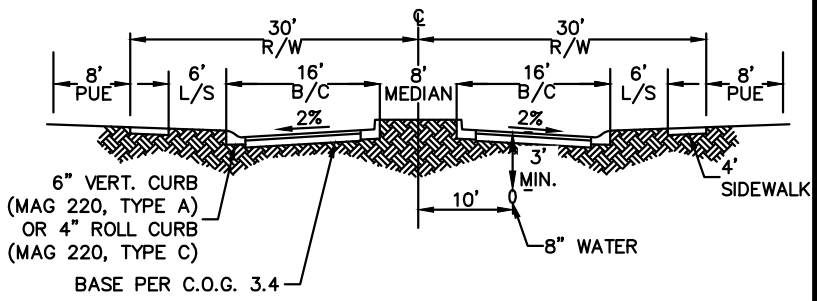
CAD FILE NAME: P:\9700 – Copper Cove\9700–01–001 (ENG)\Engineering\Exhibits\9700 G2–Typical Lot Setback Phase 2 Exhibit.dwg 04/05/2013

EXHIBIT H
STREET CROSS SECTIONS



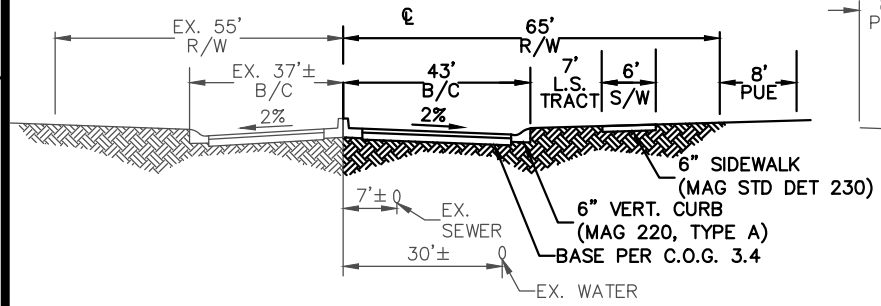
1 TYPICAL LOCAL STREET SECTION

LOOKING NORTH OR WEST
N.T.S.



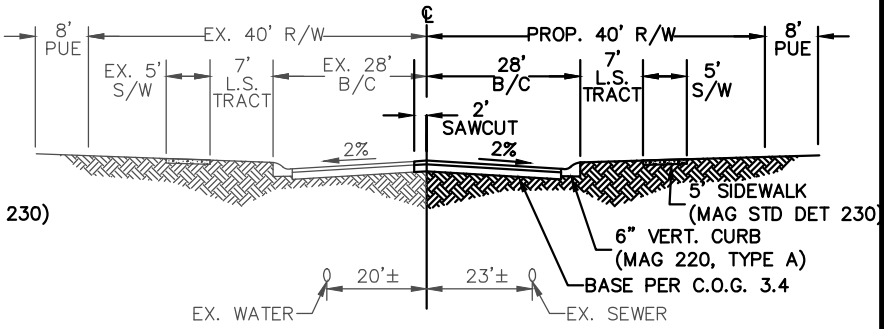
2 TYPICAL ENTRANCE SECTION

LOOKING NORTH
N.T.S.



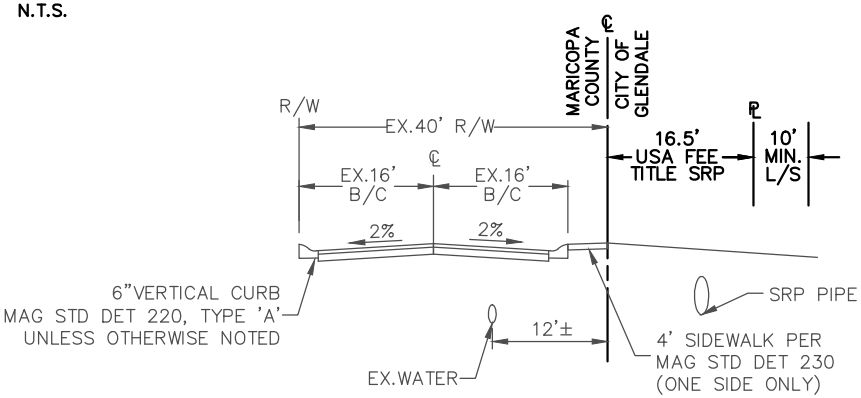
3 CAMELBACK ROAD SECTION

LOOKING WEST
N.T.S.



4 95TH AVENUE SECTION

LOOKING NORTH
N.T.S.



5 MISSOURI AVENUE SECTION

OFFSITE PLANS PREVIOUSLY APPROVED BY MARICOPA COUNTY

LOOKING WEST
N.T.S.

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COPPER COVE

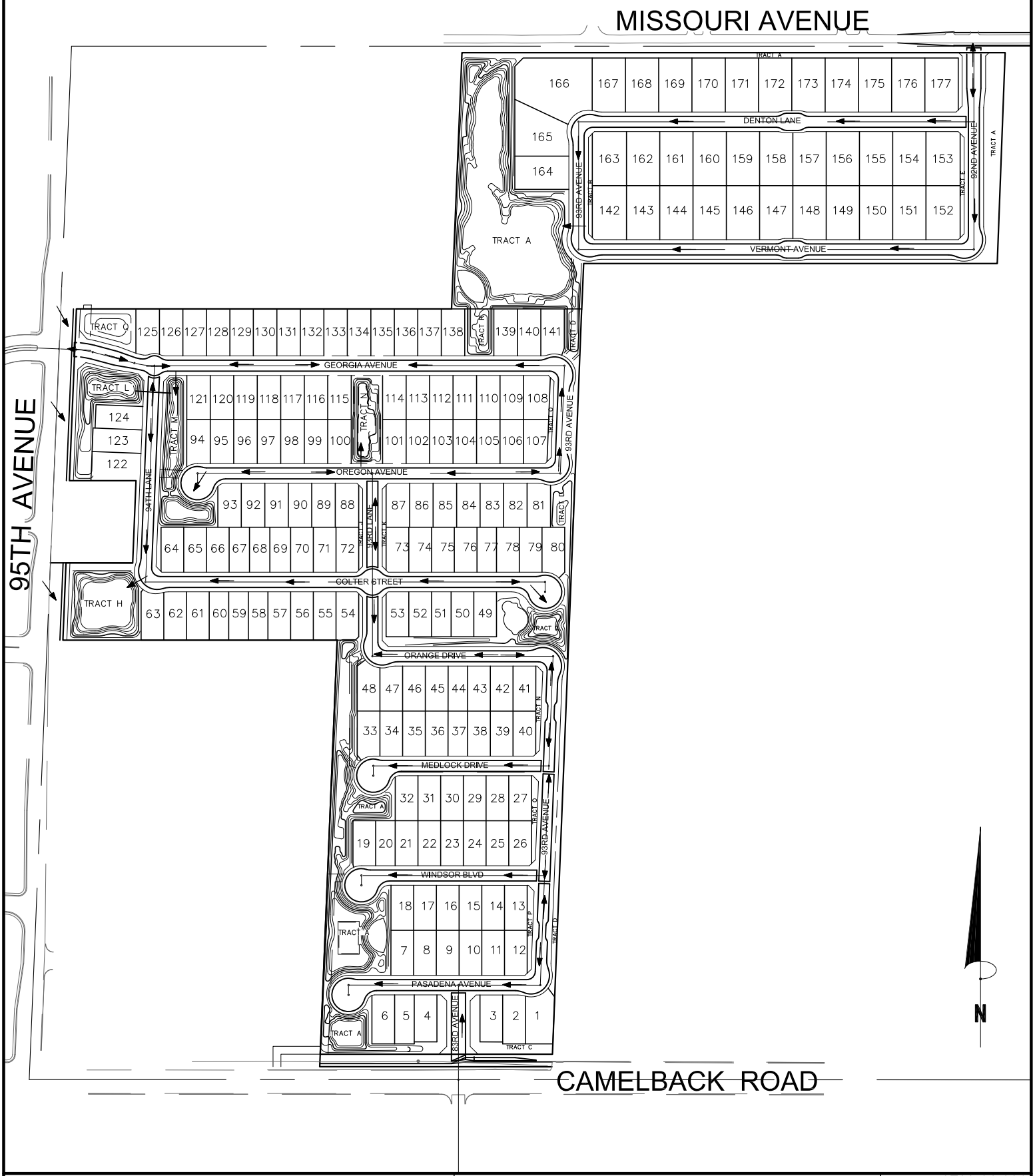
GLENDALE, ARIZONA

STREET CROSS SECTIONS

JOB #	9700-01-001
DATE	12/2012
SCALE	NONE
DRAWN	RMR

EXHIBIT H

EXHIBIT I
DRAINAGE PLAN



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Phone: (480) 629-8830
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COPPER COVE

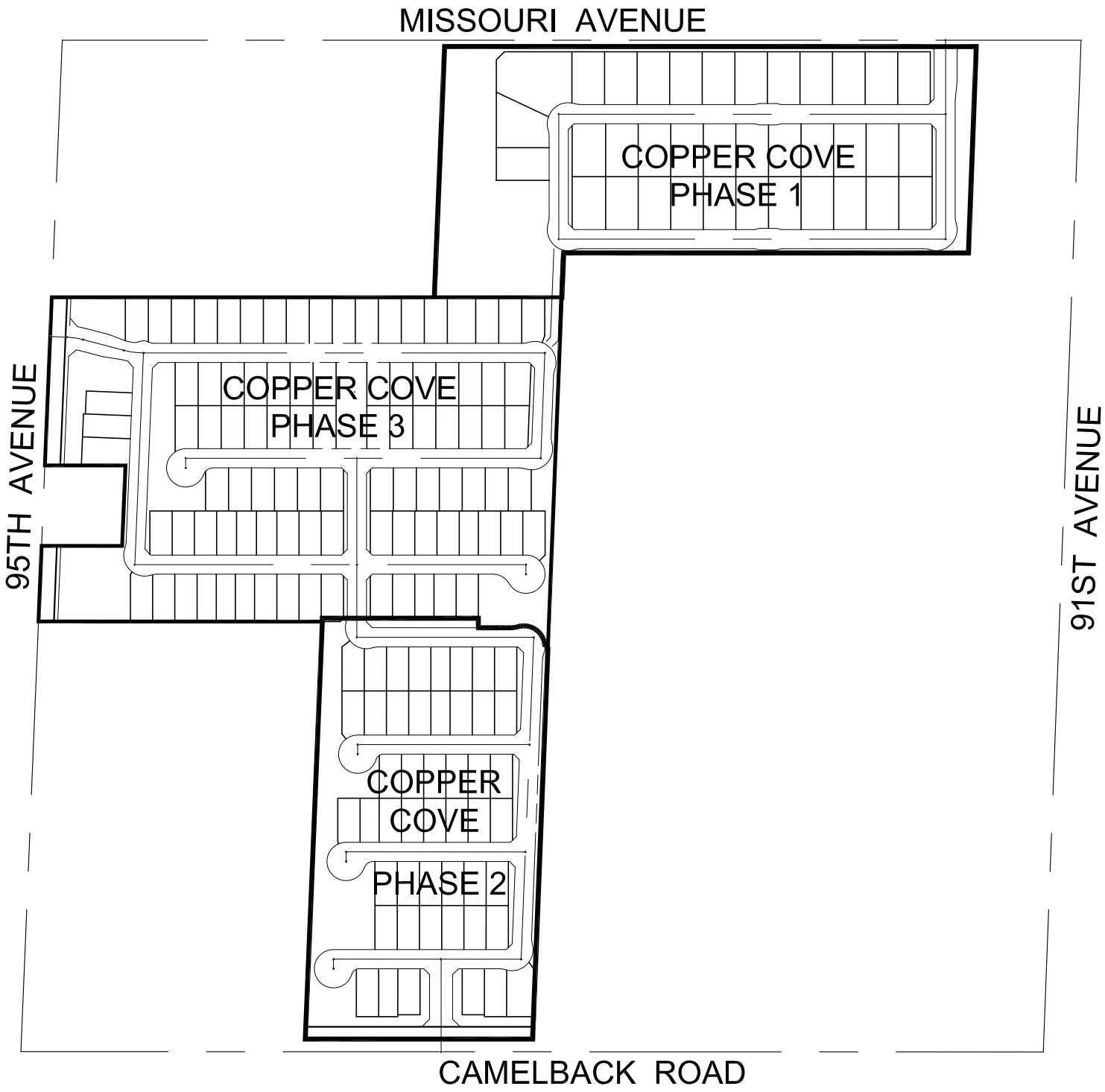
GLENDALE, ARIZONA

DRAINAGE PLAN

JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	I

CAD FILE NAME: P:\9700 – Copper Cove\9700-01-001 (ENG)\Engineering\Exhibits\9700 I-Drainage Plan Exhibit.dwg 04/11/2013

EXHIBIT J
PHASING PLAN



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CONSULTING
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COPPER COVE

GLENDALE, ARIZONA

PHASING PLAN EXHIBIT

JOB #	9700-01-001
DATE	12 / 2012
SCALE	NONE
DRAWN	RMR
EXHIBIT	J

CAD FILE NAME: P:\9700 – Copper Cove\9700-01-001 (ENG)\Engineering\Exhibits\9700 J-Phasing Plan Exhibit.dwg 04/10/2013

RECEIVED

MAR 2 2 2013

Glendale Planning Dept.

Citizen Participation Final Report

for

Copper Cove

9300 West Camelback Road

Glendale, AZ

Prepared by:

Bowman Consulting Group, Ltd.

3010 S. Priest Drive, Suite 103

Tempe, AZ 85282

APPROVED 3-25-13 KS

March 2013

ZON13-01

PP13-01

1. Proposed Project

Copper Cove is a 58.6-acre proposed 177 lot subdivision located north and east of the northeast corner of 95th Avenue and Camelback Road in Glendale, Arizona. The requests are for a Rezone to amend the existing R1-4 PRD development standards and for the approval of a new preliminary plat. The proposed project consists of two phases. The northern parcel, all of which will be built in the first phase, consists of 36 lots in the existing R1-10 PRD zoning district and the southern parcel, which will be started in the first phase and completed in the second phase, consists of 141 lots within the existing R1-4 PRD. The northern parcel will remain as originally approved, and the southern parcel lot sizes will be increased from the previously approved 52'x92' to 50'x112.5'; with a total lot count reduction from 180 original lots to 141 lots.

2. Public Notification Technique

Planning determined that a neighborhood meeting was the most appropriate public notification technique for this project.

3. Notification

The notification area map and a list of property owners are attached in this report. All property owners in the notification area were notified. Additionally all interested parties, as well as those listed on the Additional Notification list were notified. There are no homeowners associations or registered neighborhood groups in the area. As required, labels for each list have been included in this submittal.

Notification Letter

Bowman
CONSULTING

December 28th, 2012

Subject: Copper Cove Rezone and Preliminary Plat Amendments

Project Location: 9251 West Missouri Avenue

Dear Neighbor:

This letter is to inform you that DR Horton is applying to rezone and amend the existing R1-4 PRD (Planned Residential Development) zoning development standards and to amend the existing subdivision plat for Phase 2 of Copper Cove. The property is located north and east of the northeast corner of 95th Avenue and Camelback Road in the Yucca Council District. The requests will amend the existing Copper Cove PRD to revise the development standards and allow 177 lots instead of the currently approved 216 lots.

The proposed project consists of two phases. The northern parcel, all of which will be built in the first phase, consists of 36 lots in the existing R1-10 PRD zoning district and the southern parcel, which will be started in the first phase and completed in the second phase, consists of 180 lots under the existing R1-4 PRD zoning district. The northern parcel will remain as originally approved, and the southern parcel lot sizes will be increased from the previously approved 52'x92' to 50'x112.5' with a total lot count reduction from 180 original lots to 141 lots.

I have included a site plan with this letter for your review. A neighborhood meeting will take place Monday, January 14, 2013, 6:00 pm at City of Glendale, City Hall, Room B-5, 5850 W. Glendale, Glendale, AZ 85301. Comments and questions will be accepted at this time. If you are unable to attend the meeting, please write, email, or call me at the contact information below. You may also contact Karen Stovall with the City of Glendale at (623) 930-2553 or kstovall@glendaleaz.com.

Sincerely,

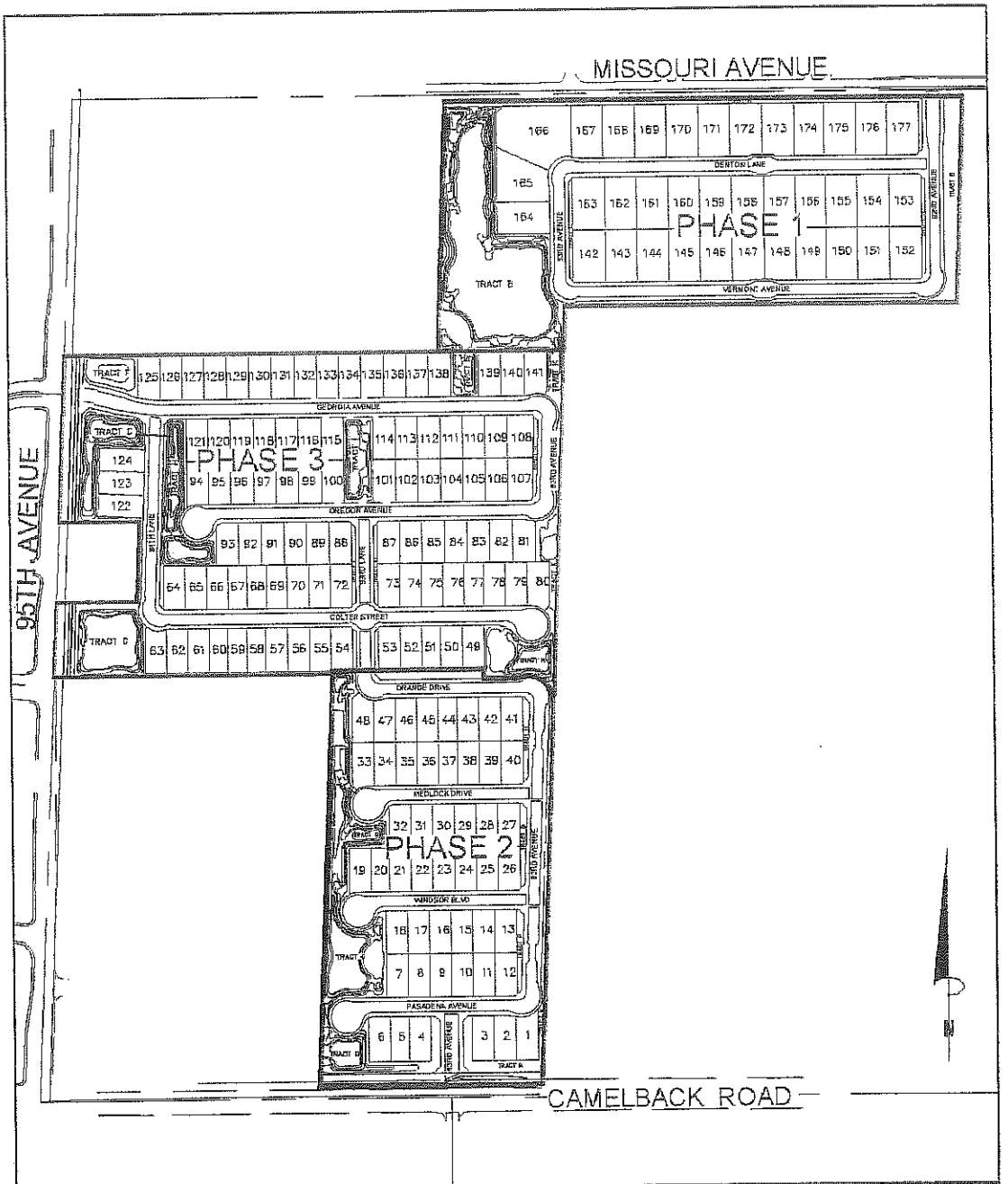
Bowman Consulting Group

Shelby JM Duplessis, PE, LEED AP

Senior Project Manager for Copper Cove

(602)679-4438

sduplessis@bowmanconsulting.com



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COPPER COVE
GLENDALE, ARIZONA
SITE PLAN

JOB #	9700-01-001
DATE	12/2012
SCALE	NONE
DRAWN	RMR
EXHIBIT 1 OF 1	

CAD FILE NAME: P:\9700 – Copper Cove\9700-01-001 (ENG)\Engineering\Exhibits\9700 Site Plan Exhibit.dwg 01/02/2013

Property Owner List with Parcel Number and Parcel Map Attached

KLONDIKE LAND PORTFOLIO LLC
OR CURRENT RESIDENT
12790 EL CAMINO REAL SUITE 150
SAN DIEGO, CA 92130
APN 10214050

JP MORGAN CHASE BANK
OR CURRENT RESIDENT
PO BOX 1919
WICHITA FALLS, TX 763071919
APN 10214275

LOWES HIW INC
OR CURRENT RESIDENT
1000 LOWES BLVD
MOORESVILLE, NC 28115
APN 10214276

LDR CAMELBACK 95 LLC
OR CURRENT RESIDENT
1702 E HIGH_AND AVE STE 310
PHOENIX, AZ 85016
APN 10214277

ARNOLD DAVID A/GLYNDA M
OR CURRENT RESIDENT
4825 N 94TH DR
PHOENIX, AZ 85037
APN 10218054

MANUELL GARY A/ANNA M TR
OR CURRENT RESIDENT
4829 N 94TH DR
PHOENIX, AZ 85037
APN 10218055

ROBERTSON LYNN E/ KRISTINE L
OR CURRENT RESIDENT
4831 N 94TH DR
PHOENIX, AZ 85037
APN 10218056

BRYANT ANNETTE/VIRGAL
OR CURRENT RESIDENT
4832 N 94TH DR
PHOENIX, AZ 85037
APN 10218057

MAXWELL DARNNELL/SIMEON
OR CURRENT RESIDENT
4830 N 94TH DR
PHOENIX, AZ 85037
APN 10218058

GECI EDWARD M
OR CURRENT RESIDENT
4826 N 94TH DR
PHOENIX, AZ 85037
APN 10218059

LOPEZ ALEXANDER G/BRIDGET R
OR CURRENT RESIDENT
4829 N 94TH LN
PHOENIX, AZ 850370000
APN 10218061

POLAR CACTUS LLC
OR CURRENT RESIDENT
4500 N 32ND ST STE 200
PHOENIX, AZ 850183397
APN 10218045

DIVIDEND ASSETS LLC
OR CURRENT RESIDENT
14905 PARAMOUNT BLVD STE H
PARAMOUNT, CA 90723
APN 10218047

PHAM DEAN V/VO MYLE
OR CURRENT RESIDENT
4827 N 93RD DR
PHOENIX, AZ 85037
APN 10218048

RODRIGUEZ RANDY R/OLGA
OR CURRENT RESIDENT
701 FEATHERWOOD DR
DIAMOND BAR, CA 91765
APN 10218049

REYNOLDS WILLIAM B/CARRIE
OR CURRENT RESIDENT
4835 N 93RD DR
PHOENIX, AZ 85037
APN 10218050

CARDINAL LAND HOLDINGS II LLC
OR CURRENT RESIDENT
1879 E LONGVIEW
SALT LAKE CITY, UT 84124
APN 10214001P

TOLLESON UNION HIGH SCHOOL DIST 214
OR CURRENT RESIDENT
9419 W VAN BUREN ST
TOLLESON, AZ 85353
APN 10214004F

LDR-CAMELBACK 95 LLC
OR CURRENT RESIDENT
1702 E HIGHLAND AVE STE 310
PHOENIX, AZ 85016
APN 10214007Q

HART JANET L
OR CURRENT RESIDENT
6443 W COLLEGE DR
PHOENIX, AZ 85033
APN 10214008B

UNITED STATES BUREAU OF RECLAMATION
OR CURRENT RESIDENT
201 N CENTRAL AVE STE 2200
PHOENIX, AZ 85003
APN 10214014

MONTEPAGANO SEAN W
OR CURRENT RESIDENT
4834 N 92ND LN
PHOENIX, AZ 85037
APN 10218232

MAZIA STEVEN/DONNA
OR CURRENT RESIDENT
9914 1 57TH DR
GLENDALE, AZ 85302
APN 10218234

PAYAN CARLOS A
OR CURRENT RESIDENT
4825 N 92ND LN
PHOENIX, AZ 85037
APN 10218235

CUFF SHANNON
OR CURRENT RESIDENT
4821 N 92ND LN
PHOENIX, AZ 85037
APN 10218236

IRWIN ROBERT/ELIZABETH
OR CURRENT RESIDENT
4817 N 92ND LN
PHOENIX, AZ 85037
APN 10218237

CUTRIGHT ERVIN/JENNY
OR CURRENT RESIDENT
918 N 87TH ST
SEATTLE, WA 98103
APN 10218245

Copper Cove CPP

March 2013

LI ZHIJUN/SU HONG
OR CURRENT RESIDENT
17 ORCHARD LN
CHELMSFORD, MA 1824
APN 10218247

AGUIRRE RAY G
OR CURRENT RESIDENT
4842 N 92ND DR
PHOENIX, AZ 85037
APN 10218248

RAMOS JESUS MANUEL
OR CURRENT RESIDENT
4843 N 92ND DR
PHOENIX, AZ 85037
APN 10218249

LUCATERO ARNULFO/GUADUALUPE
OR CURRENT RESIDENT
4841 N 92ND DR
PHOENIX, AZ 85037
APN 10218250

SALAZAR JUAN/MARIA G
OR CURRENT RESIDENT
4818 N 92ND LN
PHOENIX, AZ 85037
APN 10218228

VASQUEZ FRANCISCO JAVIER
OR CURRENT RESIDENT
4822 N 92ND LN
PHOENIX, AZ 85037
APN 10218229

HEGER ROGER J
OR CURRENT RESIDENT
706 WOODLAND AVE SW
BEMIDJI, MN 56601
APN 10218230

CAMPBELL JIMMY
OR CURRENT RESIDENT
4830 N 92ND LN
PHOENIX, AZ 85037
APN 10218231

TERRACITA I HOMEOWNERS
ASSOCIATION
OR CURRENT RESIDENT
8715 W UNION HILLS DR.
PEORIA, AZ 85382
APN 10218419

LOVETT CHARLES S/BARBARA M
OR CURRENT RESIDENT
9321 W MARIPOSA DR
PHOENIX, AZ 85037
APN 10218122

ALLEN LONNIE E/KAYE M
OR CURRENT RESIDENT
9315 W MARIPOSA DR
PHOENIX, AZ 85037
APN 10218123

SCOTT MING C/ROBERT E
OR CURRENT RESIDENT
18410 W MONTEBELLO AVE
LITCHFIELD PARK, AZ 85340
APN 10218227

OLLENDICK WILLIAM J/ALBERTA L
OR CURRENT RESIDENT
4833 N 92ND LN
PHOENIX, AZ 85037
APN 10218233

LWW1 PROPERTY LLC
OR CURRENT RESIDENT
PO BOX 72869
PHOENIX, AZ 85050
APN 10218246

GUTIERREZ JAMES A
OR CURRENT RESIDENT
4817 N 93RD DR
PHOENIX, AZ 85037
APN 10218046

GLOVER CARLTON J/BARBARA C
OR CURRENT RESIDENT
4830 N 93RD DR
PHOENIX, AZ 85037
APN 10218052

PREVATT GARY/PEGGY
OR CURRENT RESIDENT
4824 N 93RD DR
PHOENIX, AZ 85037
APN 10218053

PENDERGAST ELEM SCHOOL DIST 92
OR CURRENT RESIDENT
3802 N 91ST AVE
GLENDALE, AZ 85305
APN 10214008C

REDPEPPER REALTY PARTNERS LLC
OR CURRENT RESIDENT
PO BOX 44255
PHOENIX, AZ 85064
APN 10214001M

WAL-MART STORES INC
OR CURRENT RESIDENT
1301 S E 10TH ST
BENTONVILLE, AR 72716
APN 10214274

CITY OF GLENDALE MAYOR'S OFFICE
MAYOR SCRUGGS
5850 W. GLENDALE AVENUE
GLENDALE, AZ 85301

GLENDALE CITY COUNCIL OFFICE
COUNCIL MEMBER CLARK
5850 W. GLENDALE AVENUE
GLENDALE, AZ 85301

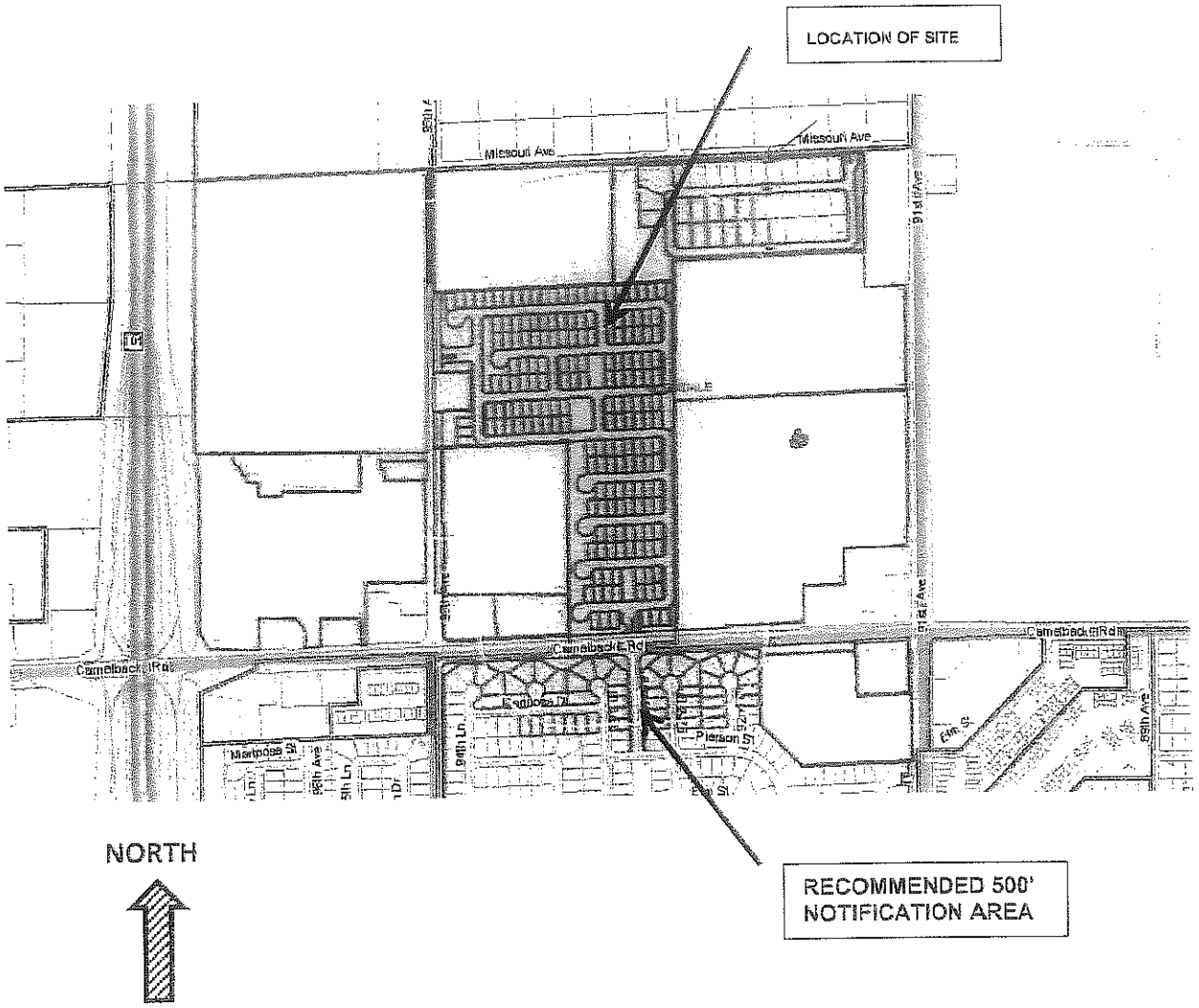
KAREN STOVALL, SENIOR PLANNER
PLANNING
5850 W. GLENDALE AVENUE, STE 212
GLENDALE, AZ 85301

DIANA FIGUEROA, SENIOR SECRETARY
PLANNING
5850 W. GLENDALE AVENUE, STE 212
GLENDALE, AZ 85301

91ST & CAMELBACK LLC
OR CURRENT RESIDENT
9595 Wilshire Blvd, Ste 710
BEVERLY HILLS, CA 90212
APN 10218004J

CIRCLE K STORES
OR CURRENT RESIDENT
P.O. BOX 52085
PHOENIX, AZ 85072
APN 10218778

RECOMMENDED NEIGHBORHOOD NOTIFICATION AREA	
NAME OF REQUEST:	COPPER COVE
LOCATION:	93rd Avenue north of Camelback Road
Rezoning request to amend the existing R1-4 PRD (Single Residence, Planned Residential Development) zoning development standards and a request to amend the existing preliminary plat for Phase 2.	
ZONING DISTRICT: R1-4 PRD	COUNCIL DISTRICT: Yucca



Additonal Notification List:

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

Glendale City Council Office
Council member Clark
5850 W. Glendale Avenue
Glendale, AZ 85301

Karen Stovall, Senior Planner
Planning
5850 W. Glendale Avenue, Suite 212
Glendale, AZ 85301

Diana Figueroa, Senior Secretary
Planning
5850 W. Glendale Avenue, Suite 212
Glendale, AZ 85301

INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT - CITY WIDE & YUCCA ATTACHED

INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT - CITY WIDE & YUCCA

KAREN ABORNE
7318 W GRIFFIN AVE
GLENDALE AZ 85303

DOUG ATTIG
6066 N 84TH DR
GLENDALE AZ 85305

BOB BOHART
5603 W BELMONT
GLENDALE AZ 85301

ALMON DAVIS
6005 W MONTE CRISTO
GLENDALE AZ 85306

MICHAEL SOCACIU
8574 W BERRIDGE LN
GLENDALE AZ 85305

BARBARA FENNEMA
18033 N 83RD DR
PEORIA AZ 85382

B GARLAND
5012 N 64TH DR
GLENDALE AZ 85301

DIANE HAND
5349 W ACAPULCO
GLENDALE AZ 85306

WILLIAM RAY
7305 W ANGELA DR
GLENDALE AZ 85308

HARRIET AGIUS
7132 W GROVERS AVE
GLENDALE AZ 85308

A.I. BABINEAU
4815 W COCHISE DR
GLENDALE AZ 85302

JOYCE CLARK
8628 W CAVALIER DR
GLENDALE AZ 85305

MIKE DEPINTO
6507 W SHAW BUTTE DR
GLENDALE AZ 85304-2414

ASLEY GENTNER
8700 E PINNACLE PEAK RD
STE 225
SCOTTSDALE AZ 85255

SUSAN FERRELL
4646 W KRALL ST
GLENDALE AZ 85301

MARK GARRATT
7605 N 72ND AVE
GLENDALE AZ 85303

DON TATE
6735 W ROBIN LN
GLENDALE AZ 85310

RON PROTHERO
6316 W KEIM DR
GLENDALE AZ 85301

MARY SMITH
8968 W CITRUS WAY
GLENDALE AZ 89305

MAGI SHRECK
10673 W RANCHO DR
GLENDALE AZ 85307

DANIEL STREYLE
VERMILION IDG
3131 E CAMELBACK RD
STE 210

DANIEL DREW
4502 W MORTEN AVE
GLENDALE AZ 85301

JUDY FARR
6527 W HILL LN
GLENDALE AZ 85310

JOHN AND SUE JONES
18658 N 78TH DR
GLENDALE AZ 85308

DENNIS GERHARD
10613 N 48TH AVE
GLENDALE AZ 85304

TOM TRAW
6024 N 83RD AVE
GLENDALE AZ 85303

Copper Cove CPP

March 2013

ARLINE YZQUIERDO
8525 N 52ND DR
GLENDALE AZ 85302

GEORGIA KNOX
17214 N 66TH TER
GLENDALE AZ 85308

KATHLEEN LEWIS
7456 W AURORA DR
GLENDALE AZ 85308

CARRIE AND MITCH MEEK
6563 W PIUTE AVE
GLENDALE AZ 85308

LAURA RAKOCZYNSKI
9403 N 50TH DR
GLENDALE AZ 85302

MEL SMITH
PO BOX 12572
GLENDALE AZ 85318

RICHARD SCHWARTZ
8232 W MONTEBELLO AVE
GLENDALE AZ 85303

SANDRA MENDEZ
5412 W NORTHVIEW AVE
GLENDALE AZ 85301

DEBRA KIST
5643 W MOUNTAIN VIEW RD
GLENDALE AZ 85302

CHRISTIAN WILLIAMS
PEORIA UNIFIED SCHOOL DISTRICT
6330 W THUNDERBIRD RD
GLENDALE, AZ 85306

MICKEY LUND
5708 W ROYAL PALM RD
GLENDALE AZ 85302

DAVE TRISH
6773 W VIA MONTOYA DR
GLENDALE AZ 85310

PATTY WYRICK
9626 N 58TH DR
GLENDALE AZ 85302

THE ARIZONA REPUBLIC
17235 N 75TH AVE
STE A 100
GLENDALE AZ 85308

CATHY CHESHIER
5896 WEST DEL LAGO CIR
GLENDALE AZ 85308

ARY SHERWOOD
5928 WEST PERSHING AVE
GLENDALE AZ 85304-1123

JOHN KOLODZIEJ
6258 N 88TH LN
GLENDALE AZ 85308

TERRY LANE
6103 N 87TH LN
GLENDALE AZ 85305-2452

CHERI MCCLOSKEY
5336 W BECK LN
GLENDALE AZ 85306

BILL NORGREN
8608 W CAVALIER
GLENDALE AZ 85305

VALLEY PARTNERSHIP
5110 N 44th ST STE 200
PHOENIX AZ 85018

DIANA M SEGER
6132 W TOWNLEY AVE
GLENDALE AZ 85302

JEFF BLAKE
19210 NORTH 70TH AVENUE
GLENDALE AZ 85308

GLENDALE

Planning

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) _____

Project Name: Copper Cove

I, Shelby Duplessis *certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.*

Applicant/Representative Signature: _____

STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 10 day of January, 2013.

_____
Notary Public

My Commission Expires:

3/7/13

GAIL JANEZICH
Notary Public -Arizona
Maricopa County
Expires 03/07 '2013

Bowman
CONSULTING

Copper Cove Phase 2 Meeting Notes

Meeting was held Monday, January 14, 2013 at
City of Glendale, City Hall, Room B-5, 5850 W. Glendale, Glendale, AZ 85301
Time: 6:00 pm

Attendance:

1. Bowman Consutling – Shelby Duplessis – Engineer and Presenter
2. City of Glendale Planning – Karen Stovall
3. 1 attendee – Councilwoman Joyce Clark

Concerns/Responses:

Given only Councilwoman Clark was in attendance for the Citizen Participation Meeting, Shelby Duplessis did not give the planned presentation of the project. Instead she listened to the concerns and requests and throughout the discussion provided an update of where the project was currently at in the development stage and timelines anticipated through the entire development process to construction.

Below is a summary of the concerns voiced by the Councilwoman Clark:

1. She would like to see dual master suites on the larger lots to allow for parents to move in with their kids if needed etc. She feels this is becoming the way/need of the future.
    a. This will be considered when finalizing the product options dependent on market demands and support.

2. She would like an 8' theme wall along the entire eastern property line separating the existing school from the development and from the homeowner at the SWC of Missouri and 93rd Ave.
    a. This has been included on the preliminary landscape and wall plan recently submitted for 2nd review.

3. She asked about construction and energy efficiency. She loves the energy star that DR Horton has to offer, and asked about programmable thermostats from your smart phone and whether this will be offered.
    a. This will be considered when finalizing the product options dependent on market demands and support.

4. She asked if there was any thought/possibility of purchasing the square exception site alongside 95th Ave or the single residence at the SWC of Missouri and 93rd before they get boxed in.

a. DR Horton wiuld like to purchase this piece, however past history has proven this not a viable option as the current owner is not interested in selling due to his place on the SRP Board which requires him to remain a land holder in this district in order to serve on the Board.

5. She asked that we send a courtesy letter to the homeowners along the north side of Missouri between 91st and 95th Avenues, known as Pendergast Estates.
   a. Although this area falls outside of the required 500' from the project boundary of modification, which is only Copper Cove Phase 2, the development team did send a courtesy letter to the 11 homeowners immediately north of and adjacent to Missouri Avenue advising them of the status of the project and to inform them that there was no change in the north parcel and that there was a lot count reduction proposed for the southern parcel. To date we have not received any contact from these residents.

Respectfully submitted,
Bowman Consulting Group

Shelby Duplessis, PE
Senior Project Manager

Copper Cove
Neighborhood Meeting Sign-In Sheet

Monday, January 14, 2013
City of Glendale, City Hall, Room B-5
5850 W. Glendale Ave, Glendale, Az 85301

NAME	ADDRESS	PHONE	Email
Karen Stovall	City of Glendale Planning		
Joyce Clark	City of Glendale City Council		

GLENDALE REAL ESTATE LLC
50 FREEMONT ST,
SAN FRANCISCO, CA 94105
10213017

NORTON MELVIN D & JEANNETTE M
9334 W MISSOURI,
GLENDALE, AZ 85305
10213014

ERVINE ROBERT/BONNIE
9302 W MISSOURI AVE,
GLENDALE, AZ 85305
10213012

N.A.
N.A.,N.A.
N.A., N.A. 0
10213008

HALSEY ROBERT C & CYNTHIA K
9420 W MISSOURI AVE,
GLENDALE, AZ 85305
10213016

SCHREIBER ROLLAND TR
9318 W MISSOURI AVE,
GLENDALE, AZ 85305
10213013

WALTER DINAH D/RORY M
9224 W MISSOURI AVE,
GLENDALE, AZ 85305
10213010

ARO SANTIAGO & ALBERTINA
9118 W MISSOURI,
GLENDALE, AZ 85305
10213007

JOHN DALE KENT TR
9404 W MISSOURI,
GLENDALE, AZ 85305
10213015

DIAZ PETER/REYNA A
9240 W MISSOURI AVE,
GLENDALE, AZ 85305
10213011

GUTIERREZ MARCO A
9208 W MISSOURI AVE,
GLENDALE, AZ 85305
10213009

RODRIGUEZ ELEUTERIO G/MANUELA R
9102 W MISSOURI AVE,
GLENDALE, AZ 85305
10213006

Bowman
CONSULTING

January 15th, 2013

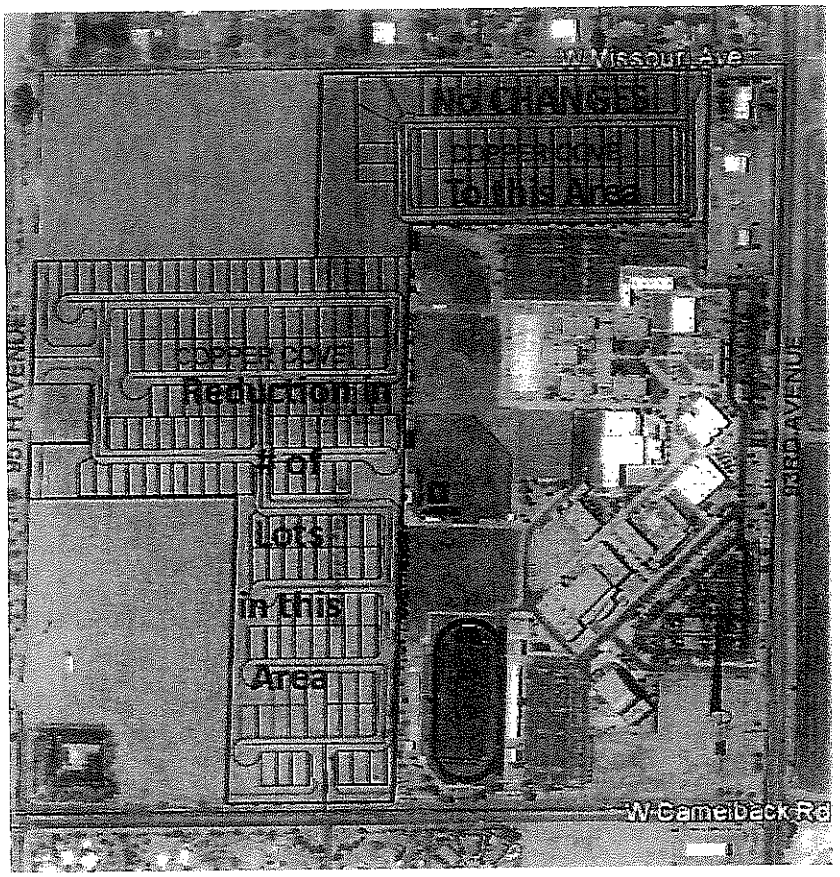
Subject: Copper Cove Rezone and Preliminary Plat Amendments

Project Location: 9251 West Missouri Avenue

Dear Neighbor:

This letter is being sent to you as a courtesy, to inform you that DR Horton is applying to rezone and amend the existing R1-4 PRD (Planned Residential Development) zoning development standards and to amend the existing subdivision plat for the Southern Phase of Copper Cove.

There will be NO CHANGE to the originally approved northern parcel along Missouri Avenue, and the lot sizes will be increased in the southern phase resulting in a REDUCTION OF LOTS. Please refer to the exhibit below:



Although your property falls outside of the required notification area we wanted to be sure to keep you informed.

The property is located north and east of the northeast corner of 95th Avenue and Camelback Road in the Yucca Council District. The requests will amend the existing Copper Cove PRD to revise the development standards and allow 177 lots instead of the currently approved 216 lots.

The proposed project consists of two phases. The northern parcel, all of which will be built in the first phase, consists of 36 lots in the existing R1-10 PRD zoning district (exact match to the originally zoning and approved project) and the southern parcel, which will be started in the first phase and completed in the second phase, consists of 180 lots under the existing R1-4 PRD zoning district. The northern parcel will remain as originally approved, and the southern parcel lot sizes will be increased from the previously approved 52'x92' to 50'x112.5' with a total lot count reduction from 180 original lots to 141 lots.

We would be happy to answer any question you may have, please write, email, or call me at the contact information below. You may also contact Karen Stovall with the City of Glendale at (623) 930-2553 or kstovall@glendaleaz.com.

Sincerely,

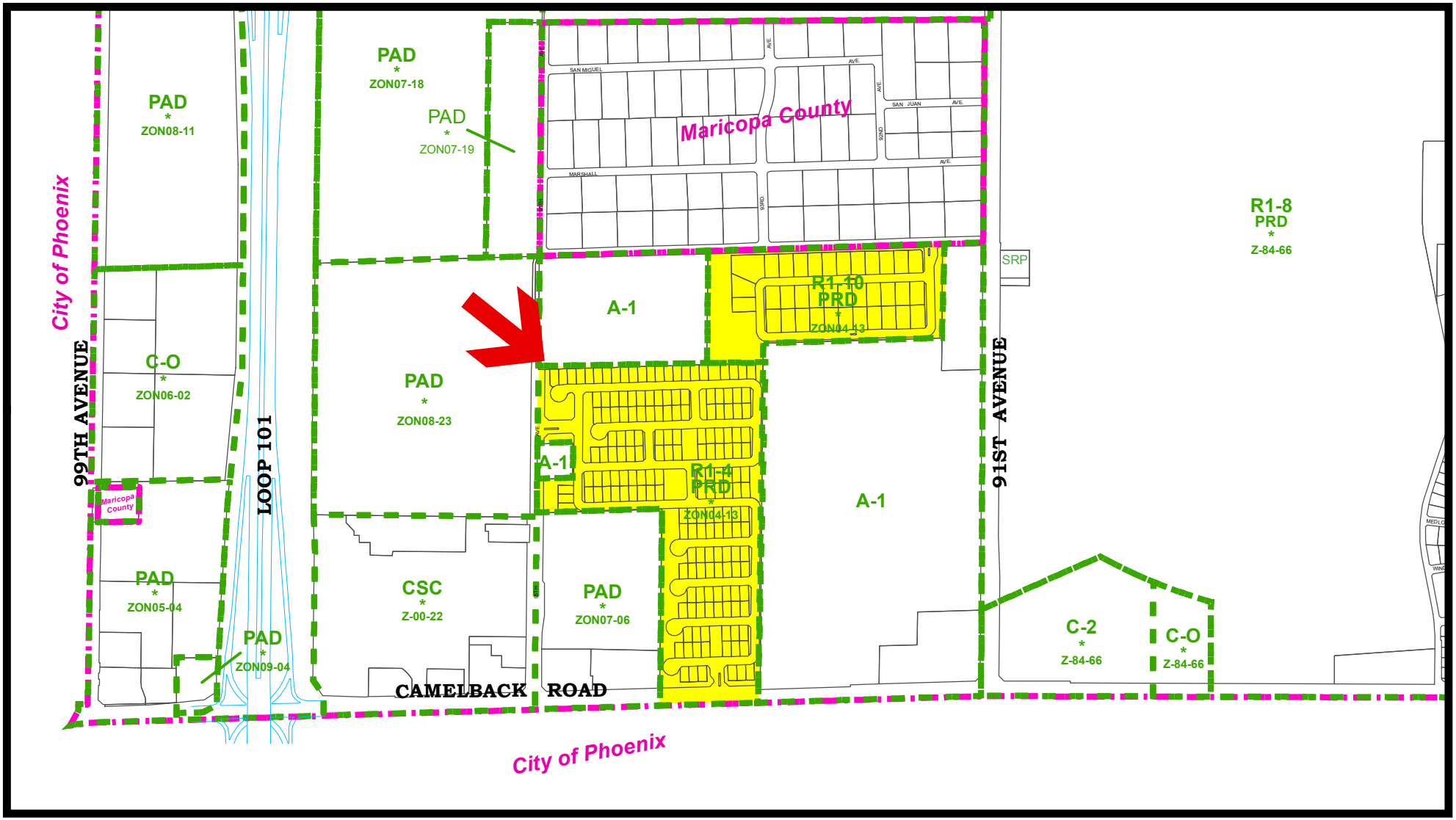
Bowman Consulting Group

Shelby JM Duplessis, PE, LEED AP

Senior Project Manager for Copper Cove

(602)679-4438

sduplessis@bowmanconsulting.com



GLENDALE

CASE NUMBER

ZON13-01

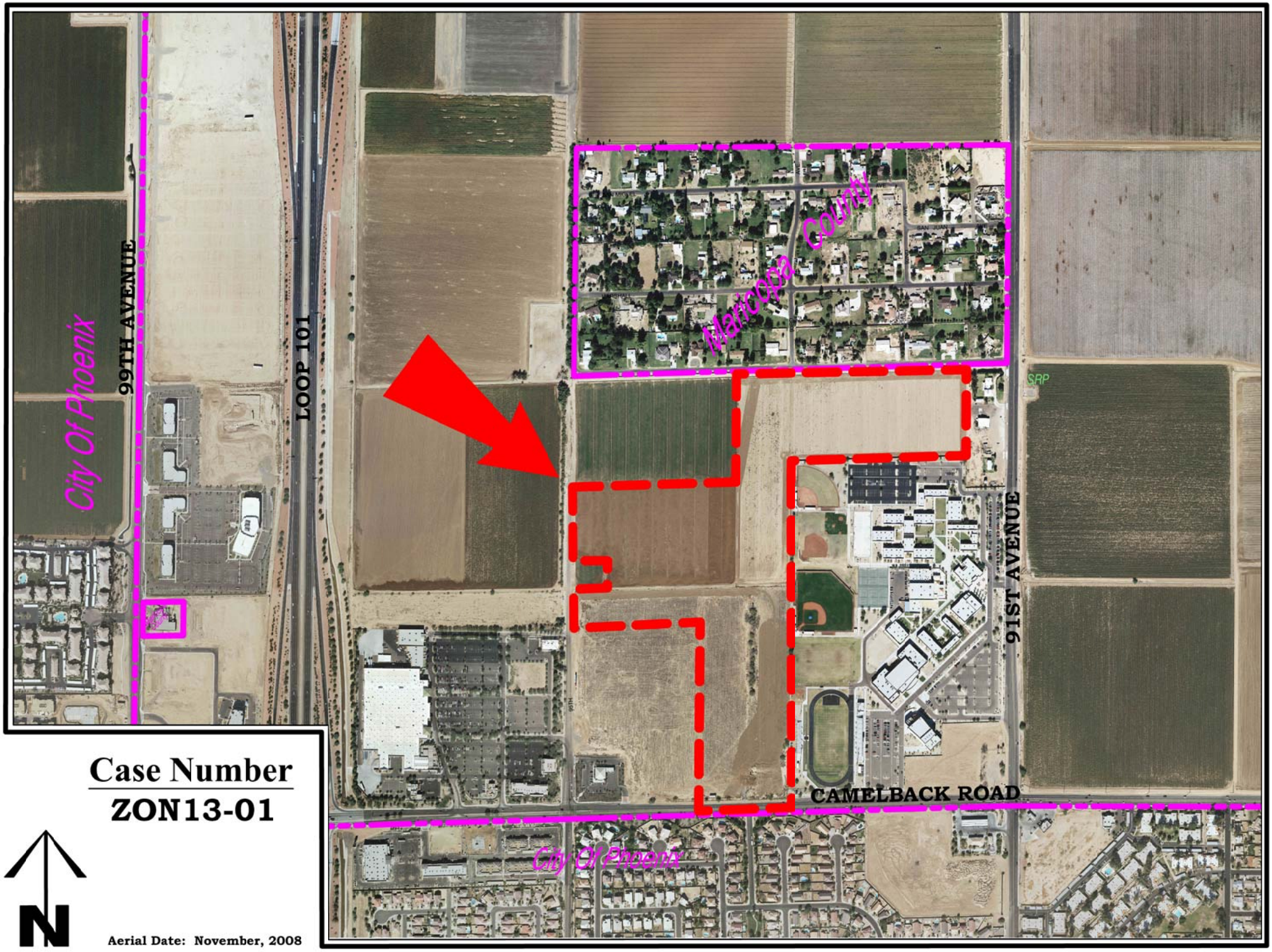
N

LOCATION

9300 W. CAMELBACK ROAD

REQUEST

REZONE TO AMEND THE EXISTING R1-4 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT) DEVELOPMENT STANDARDS.



Case Number

ZON13-01

Aerial Date: November, 2008

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**UPDATE SIGNATURE AUTHORIZATION AND COUNCIL APPOINTMENT OF A CITY TREASURER**
Staff Contact:	**Candace MacLeod, Interim 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 updating the city's signature authority for banking transactions and appointing Brenda S. Fischer, City Manager, as City Treasurer. The city signature authorizations are updated periodically due to changes in the organization. The appointment of a City Treasurer is authorized by the Glendale City Charter.

Background

It is recommended that the following individuals be authorized signers, effective immediately:

Name	Position
Brenda S. Fischer	City Manager
Julie Frisoni	Interim Assistant City Manager
Jamsheed Mehta	Interim Assistant City Manager
Pam Hanna	City Clerk
Stuart Kent	Executive Director

The Glendale City Charter provides for the appointment of a City Treasurer. The Charter states:

> Art. IV, Sec. 3. City Treasurer
> The Council shall appoint an officer of the city who shall have the title of city treasurer, and who shall receive and have custody of all the money of the city and shall keep and save said money and dispense the same only as provided by the laws of this state, or as provided by ordinance and who shall always be bound by the constitution, laws and ordinances and upon whom legal garnishments and demands may be served. He will serve at the pleasure of the council.

Previous Related Council Action

Previous ordinances updating signature authority and appointment of Acting City Treasurer were brought to City Council when deemed necessary, since the city's incorporation in 1910. More

recently, the update on signature authorization was brought forward for Council's consideration on August 13, 2013 and August 23, 2011.

Attachments

Ordinance

ORDINANCE NO. 2860 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING DESIGNATED OFFICERS TO DEPOSIT CITY FUNDS IN DESIGNATED BANK; DIRECTING SAID BANK TO RECOGNIZE THE SIGNATURES OF SAID OFFICERS ON ELECTRONIC FUND TRANSFERS, CHECKS FOR DEPOSIT AND/OR WITHDRAWAL; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary for the City to establish various bank accounts to be used for day-to-day operations of the City, to receive deposits in these accounts, and pay the necessary expenses as authorized by the City Council.

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

SECTION 1. That Brenda S. Fischer is the duly appointed City Treasurer.

SECTION 2. That Stuart Kent is the duly appointed Superintendent of Streets.

SECTION 3. That all banks with whom the City maintains accounts are hereby directed to honor the signatures of the officers named below on all electronic fund transfers, or checks depositing and/or withdrawing the funds placed in those accounts until further notice of the City:

Name	**Position**	**Signature Authorization**
Brenda S. Fischer	City Manager	City Manager/City Treasurer
Julie Frisoni	Interim Assistant City Manager	City Manager
Jamsheed Mehta	Interim Assistant City Manager	City Manager
Pamela Hanna	City Clerk	City Clerk
Stuart Kent	Executive Director	Superintendent of Streets

SECTION 4. That all checks drawn on the City of Glendale accounts in the amount of $50,000 or more shall require two signatures from the authorized signatories listed in Section 2 above.

SECTION 5. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

b_signature authority

CITY COUNCIL REPORT

Meeting Date:	**9/10/2013**
Meeting Type:	**Voting**
Title:	**LICENSE AGREEMENT WITH NEWPATH NETWORKS LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM**
Staff Contact:	**Gregory Rodzenko, P.E., City Engineer**

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the City of Glendale and NewPath Networks, LLC (NewPath) for the installation of a Distributed Antenna System (DAS).

Background

With the growing demands for mobile broadband service, wireless carriers across the U.S. are finding that their existing networks sometimes fall short. Wireless internet, telecommunications, video and data applications demand more capacity than existing cell towers can provide in some areas.

Increasingly, service providers are turning to DAS networks to fill in service gaps and provide a consistent blanket of radio frequency coverage, allowing broadband speeds inside homes and offices. DAS has proven particularly useful in densely populated areas. DAS networks have enhanced wireless service in contained, concentrated environments for years. For example, DAS networks commonly serve airports, convention centers, stadiums and college campuses. Recently, more extensive outdoor DAS networks have sprung up to serve entire communities.

NewPath contacted the city to request permission to expand its existing DAS network. This license is for new facilities within Glendale right-of-way on a city street light located at the southwest corner of Cabela Drive and Zanjero Boulevard. Staff from Engineering, Transportation, and Planning have reviewed and approved the design of this facility.

Staff has developed guidelines to standardize the fees charged for DAS license agreements moving forward as shown in the table below. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,368
51-200	$3,368	$6,271	$9,639
201-300	$3,368	$9,390	$12,758
301-400	$3,368	$12,493	$15,861
401 or more	$3,368	$15,649	$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$3,564
51-200	$3,564	$6,271	$9,835
201-300	$3,564	$9,390	$12,954
301-400	$3,564	$12,493	$16,057
401 or more	$3,564	$15,649	$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	$4,810
51-200	$4,810	$6,271	$11,081
201-300	$4,810	$9,390	$14,200
301-400	$4,810	$12,493	$17,303
401 or more	$4,810	$15,649	$20,459

Analysis

Staff recommends approval of the license agreement. This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and is being charged accordingly. This license agreement is for a five-year term, with no more than four consecutive five-year renewals. There will be no impact to any city departments, staff, or service levels. There will be additional construction needed as a result of this action.

Community Benefit/Public Involvement

NewPath's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Budget and Financial Impacts

The revenue generated from this agreement during the first five years of the associated license, including the 3% annual increase is projected at $17,881. All revenue shall be deposited into the General Fund. There are no costs incurred as a result of this action.

Attachments

Resolution

Agreement

Map

RESOLUTION NO. 4723 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNICATIONS SITE LICENSE AGREEMENT FOR THE OPERATION OF A DISTRIBUTED ANTENNA SYSTEM NETWORK WITH NEWPATH NETWORKS, LLC IN GLENDALE, ARIZONA.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a Communications Site License Agreement for the operation of a Distributed Antenna System Network, with NewPath Networks, LLC, a New Jersey limited liability company, at approximately Zanjero Blvd. and Cabela Drive in Glendale, Arizona. Said license agreement is on file with the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2013.

_____
M A Y O R

ATTEST:

_____
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
City Attorney

REVIEWED BY:

_____
City Manager

l_eng_newpath

C_____

COMMUNICATIONS SITE LICENSE AGREEMENT

FOR NEWPATH NETWORKS, LLC

IN CITY OF GLENDALE RIGHT-OF-WAY

This License Agreement for City of Glendale Right-of-Way ("Agreement") is executed to be effective this _____ day of _____, 2013 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation ("City") and NewPath Networks, LLC, a New Jersey limited liability company, authorized to do business in Arizona ("Licensee").

RECITALS

A. The City is the owner of certain right-of-way located in the City ("Licensed Area"), as more particularly described in the attached Exhibit A;

B. Licensee desires to install, maintain and operate a Distributed Antenna System ("DAS") in the City's right-of-way. The equipment includes, but is not limited to remote communications nodes, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee's DAS Facilities as shown in Exhibit A.

C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Distributed Antenna System Network under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 et seq., and all as implemented by the City's Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas and as depicted in Exhibit A:

A. The area on which the DAS Facilities are located, or an alternative area in the right-of-way, as approved by the City;

B. Reasonable access to the DAS Facilities through the public right-of-way.

2. CITY'S REPRESENTATIONS AND WARRANTIES.

A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this

Agreement on behalf of the City; ii) the City has good and unencumbered title to the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.

B. The initial term of this License Agreement shall be for a period of five (5) years (the "Initial Term"), commencing on the Effective Date and ending on the fifth anniversary thereof, unless sooner terminated as stated herein. This Agreement may be renewed for no more than four successive five-year Renewal Terms, unless City notifies Licensee in writing of City's intent to not renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term due to: a violation of any term of this Agreement not cured within thirty (30) days' notice; any subsequent violation of the same term since the original Effective Date of this Agreement; for any of the reasons listed under Section 16; or for any operations or incidents the City's Project Manager considers to be a danger to public health or safety.

C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.

D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Under this Agreement, a revocable license is created only and solely in the Licensed Area. The City and the Licensee do not, by this instrument, intend to create a lease, easement or other real property interest. The Licensee has no real property interest in the Licensed Area. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning

laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

A. Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of $3.368.00, for one (1) street light node attachment, including ground equipment with a "footprint" of up to fifty (50) cubic feet, for the space the Licensee's Distributed Antenna System nodes and associated equipment ("DAS Facilities) occupy within the Licensed Area, plus all appropriate taxes (see Section 23 below) beginning on the Effective Date, and each subsequent year of the term of this Agreement, up to and including the expiration or earlier termination thereof ("Pole Attachment Fee").

B. The Pole Attachment Fee will increase by three (3%) percent annually on the anniversary of the Effective Date.

C. All fees are due on the first day of the anniversary date month of the Effective Date of this Agreement. Licensee shall pay all fees due for the current year in advance on the first business day of each anniversary month. If the Effective Date is not on the first day of a month, the Licensee's fees will be prorated accordingly.

D. If the Licensee fails to pay any fee in full within ten (10) business days of the due date, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.

E. Upon submission of plans in connection with the approval of this Agreement Licensee shall pay the City a dry utility permit fee in accordance with the City's Community Development Fee Schedule.

F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City related to the construction, repair, alteration or relocation of the DAS Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the DAS Equipment.

6. USE RESTRICTIONS.

A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other uses of the Licensed Area.

B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City's prior written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within twenty (20) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.

D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the DAS Facilities. The DAS Facilities are limited to the equipment and facilities listed in Section 1 above and other items as may be approved by the City, in its sole discretion, in writing.

E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the DAS Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.

F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the DAS Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the DAS Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.

G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.

H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area.

I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as

requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the DAS Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):

i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same.

ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement.

iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of

the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance.

v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21, *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request.

vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

vii) All of the Licensee's Improvements shall be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area.

viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans.

ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements.

iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied

by and refer to any backup information and analysis as the Project Manager may reasonably require.

iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager.

v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action.

vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements.

vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees.

viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures.

ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed.

x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion,.

xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction

work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the DAS Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the DAS Facilities in the Licensed Area during the term of this Agreement.

B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent in connection with the final determination of Co-location of a third party is not required. Any fees or charges paid by an additional Co-locator belong solely to the City.

B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee thirty (30) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the DAS Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's DAS Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved

within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's DAS Facilities.

12. ASSIGNMENT.

A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.

B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the DAS Facilities, and may assign this Agreement and the DAS Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

C. Subject to subsections (A) and (B) above, Licensee shall not assign or sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. PERFORMANCE BOND.

In addition to any other bond required by this Agreement, the Licensee shall, no later than thirty (30) days after the Effective Date, provide the City with a performance bond in the amount of $5,000.00 per DAS antenna. The performance bond shall be conditioned upon the Licensee's faithful performance of all of its obligations under this Agreement. The bond shall be executed by a surety company duly authorized to do business in the State of Arizona and acceptable to the City's Project Manager.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

A. The Licensee shall upon request provide to the City:

i) All relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state

or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;

ii) Licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Copies of responses from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:

i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.

ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.

iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.

B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.

C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.

D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License fee or any other fees or charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

A. This Agreement may be terminated for any of the following reasons:

i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.

ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.

iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the DAS Facilities or the Licensee's business.

iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:

i) Commercial general liability and property damage insurance in the minimum amount of $2,000,000 combined single limit, $5,000,000 aggregate.

ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.

B. Insurance shall:

i) Be from a company rated at least A- by AM Best;

ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;

iii) Require 20 days' written notice to the City prior to cancellation;

iv) Include contractual liability coverage for the obligation of indemnity assumed in this Agreement, subject to standard policy provisions and exclusions; and

v) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.

C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers, employees or

agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the licensor approves a Licensee proposal to install Antennas on a Licensor owned pole, then in addition to the other requirements of this Agreement the following shall apply:

i) Licensee shall provide and deliver to the Licensor a replacement pole (excluding mast arm); so that a replacement is immediately available to Licensor in case the original pole is damaged.

ii) If the Licensor uses a replacement pole, then Licensee shall provide another replacement pole.

iii) All performance under this paragraph shall be at Licensee's expense. Licensor owns the original pole and all replacement poles.

iv) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post-termination removal operations.

21. NOTICE.

A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:

City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301
Attention: Project Manager

WITH A COPY TO:

City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301
Attention: City Attorney

TO THE LICENSEE:

NewPath Networks, LLC
c/o Crown Castle USA Inc.
2000 Corporate Drive
Canonsburg, PA 15317-8564
Attn: E. Blake Hawk General Counsel, Legal Dept.

WITH A COPY TO:

NewPath Networks, LLC
695 River Oaks Parkway
San Joes, CA 95134
Attn: Contracts Management

Emergency Contact Phone Numbers:

_____

_____

B. Any notice given by certified mail is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of

the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the DAS Facilities itself only in emergencies.

B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.

C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the

Licensed Area or right-of-way in close proximity to the Licensed Area, are already located and the conflict between the Licensee's potential DAS Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

B. The City shall not bear any cost of relocation of Licensee's DAS Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than ninety (90) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within ten (10) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's DAS Facilities, those costs will be borne by the developer.

C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

(Signatures appear on the following page.)

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona municipal corporation

_____

Brenda Fischer
City Manager

ATTEST:

_____

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____

Nicholas C. DiPiazza
Acting City Attorney

NewPath Networks, LLC, a
New Jersey limited liability company

_____

By: _____

Its: _____

STATE OF _____)
) ss.
County of _____)

The foregoing document was acknowledged before me this _____ day of _____, 2013, by _____, in his or her capacity as _____ of NewPath Networks, LLC.

_____

Notary Public

My Commission Expires:

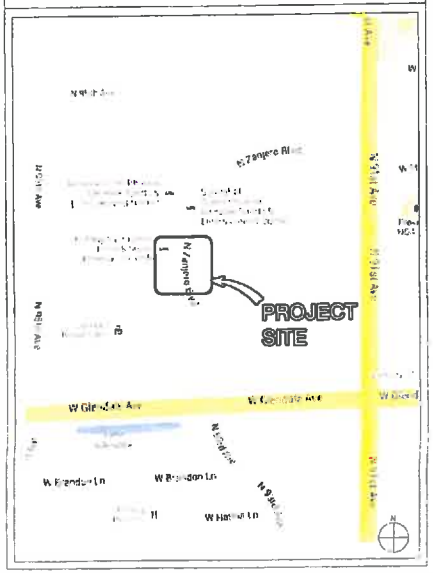
EXHIBIT A

(see attached)

CROWN CASTLE

PROJECT NAME: ZANJERO NODE
PROJECT ADDRESS: ZANJERO BLVD AND CABLEA DR
PROJECT TYPE: STREET LIGHT NODE
HUB AREA: JOBING.COM
NODE #(s): WGM09-01
COORDINATES: LAT: 33.54053, LONG: -112.26012

VICINITY MAP



PROJECT TEAM

ARCHITECT
Company: SHIFT COMPANIES
Address: 7335 E. MONTE VISTA RD SCOTTSDALE AZ 85257
Phone Number: 480-294-9619
Fax Number: 480-294-9101
Contact: CHRIS MYERS

STRUCTURAL
Company:
Address:
Phone Number:
Fax Number:
Contact:

RF ENGINEER
Company: CROWN CASTLE
Address: 1350 N. 48TH ST., STE. 305 CHANDLER, AZ 85225
Phone Number: 480-735-0310
Fax Number: 480-898-8015
Contact:

FIBER ENGINEERING
Company:
Address:
Phone Number:
Fax Number:
Contact:

CIVIL/SURVEY
Company: HELIX ENGINEERING, LLC
Address: 3240 E. OVERHILLS DR #112
Phone Number: 602-904-2818
Fax Number:
Contact: STEVE BOWSER

ZONING/PLANNING
Company: CROWN CASTLE
Address: 1350 N. 48TH ST., STE. 305 CHANDLER, AZ 85225
Phone Number: 480-735-0310
Fax Number: 480-898-8015
Contact: SHANNON WILKINS

UTILITY COORD.
Company:
Address:
Phone Number:
Fax Number:
Contact:

PROJECT SUMMARY

PROJECT NAME:
ZANJERO NODE

PROJECT AREA:
JOBING.COM

JURISDICTION:
CITY OF GLENDALE PLANNING DEPARTMENT
5850 W. GLENDALE AVE. STE 213
GLENDALE, AZ 85301-2599
TEL: 623-930-2585
CONTACT: TBD

HANDICAPPED REQUIREMENTS:
- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
- HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED.

PLUMBING REQUIREMENTS:
- FACILITY HAS NO PLUMBING.

POWER COMPANY:
SALT RIVER PROJECT
1521 W. PRESCOTT DR.
TEMPE, AZ 85281
TEL: 602-236-8669
CONTACT: TBD

APPLICANT:
CROWN CASTLE
1350 N. 48TH ST., STE. 305
CHANDLER, AZ 85225
CONTACT: SHANNON WILKINS

CODES:
CURRENT - CITY OF GLENDALE BUILDING CODE
2012 INTERNATIONAL BUILDING CODE (IBC)
2012 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
2011 NATIONAL ELECTRICAL CODE (NEC)

T1.1-Sheet Index

Sheet #	Sheet Description	Page
T1.1	TITLE SHEET	1
T1.2	GENERAL NOTES, ABBREVIATIONS AND SYMBOLS	2
A1.2	SITE PLAN, EQUIPMENT AND ANTENNA PLAN	3
A1.3	POLE ELEVATION DETAILS	4
A1.4	EQUIPMENT SPECIFICATIONS	5

PROJECT DESCRIPTION

CROWN CASTLE PROPOSES TO PROVIDE AN ENHANCED WIRELESS COMMUNICATIONS SYSTEM FOR THE CITY OF GLENDALE (INVESTIGATE AREA). THE SYSTEM WILL SERVICE CELLULAR COMMUNICATIONS AND INCREASE CALL CAPACITY IN THE SURROUNDING AREA. THE NETWORK AND ASSOCIATED EQUIPMENT HAS BEEN DESIGNED TO MINIMIZE VISUAL IMPACTS IN URBAN SETTINGS. THE PROPOSED SYSTEM WILL PROVIDE A CELLULAR NETWORK THAT CAN BE UTILIZED SIMULTANEOUSLY BY DIFFERENT LICENSED TELECOMMUNICATIONS COMPANIES.

THIS PROPOSAL CONSISTS OF ONE NEW SITE AT IN THE CITY OF GLENDALE. THE SUBJECT NODE WILL CONSIST OF ONE NEW LIGHTED PAD MOUNT AND INSTALLATION OF AN ANTENNA ON A REPLACEMENT LIGHT POLE ARCHITECTURALLY ENGINEERED TO SUPPORT THE PROPOSED ATTACHED ANTENNAS. THE RADIO EQUIPMENT WILL BE MOUNTED IN A CABINET LOCATED ON THE GROUND.

CIVIL APPROVAL

REFER TO RECOMMENDED APPROVAL BY

PARKING		TRAFFIC	
G&D		PLANNING	
WATER		FIRE	
RETAINING WALLS			

ENGINEERING COORDINATION MGR. (AS RESPONSIBLE) _____ DATE _____

CROWN CASTLE
1350 N. 48TH ST., STE. 305
CHANDLER, AZ 85225
ph: 480-735-0310
fax: 480-898-8015

RECORD DRAWING ISSUE DATE 6/27/2013

RECORD DRAWING DRAFTING ONLY

SHIFT
Shift Companies, LLC.
7335 E. MONTE VISTA RD.
SCOTTSDALE, ARIZONA 85257
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fax: 480-294-9101

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RELEASE

DATE	SUBMITTAL
6/26/2013	ZONING SUBMITTAL

REVISIONS

NO.	DATE	COMMENT

PROJECT NAME
ZANJERO NODE

NODE ADDRESS
NODE #:WGM09-01
ZANJERO BLVD AND CABLEA DR
GLENDALE, AZ

HUB AREA
JOBING.COM

SHIFT JOB NUMBER: 130608
IN HOUSE
DRAWN BY: RA
CHECKED BY: CM

SHEET TITLE
TITLE SHEET

SHEET NUMBER: T1.1
PAGE: 1 OF 5

PLOT SCALE: 11 (8.24/36.1) @ 11x17"

PLAN CHECK #
CASE #

1. RIGHT-OF-WAY USE PERMIT SHALL BE OBTAINED BY CONTRACTOR PRIOR TO COMMENCING WORK
2. A UTILITY LOCATE IS REQUIRED FOR ALL PROJECTS
3. CROSSING OF EXISTING UTILITIES SHALL BE COORDINATED BY CONTRACTOR
4. ALL WORK TO BE CONDUCTED IN CITY RIGHT OF WAY, U.N.O.
5. ALL DISTURBED LANDSCAPING SHALL BE REPLACED TO SIMILAR EXISTING CONDITION.
6. ALL SURFACE REPAIR SHALL BE TO CITY SPECIFICATIONS
7. ANY SIDEWALK CLOSURE SHALL BE COORDINATED WITH THE CITY AND PROPER SIGNAGE WILL BE PLACED
8. TEMPORARY LIGHTING WILL BE COORDINATED WITH CITY AND PROVIDED WHENEVER EXISTING LIGHTING IS REMOVED OR UNAVAILABLE AS REQUIRED.
9. NO MATERIALS OR EQUIPMENT SHALL BE STORED ON PRIVATE PROPERTY OR BLOCK ACCESS TO PRIVATE PROPERTY.
10. OPEN EXCAVATIONS SHALL BE PROPERLY GUARDED AND SIGNED. NO OPEN EXCAVATIONS SHALL BE LEFT ACCESSIBLE TO THE PUBLIC
11. CLEANUP OF THE WORK AREA SHALL BE COMPLETED EACH EVENING AND THE PROJECT AREA WILL BE RETURNED TO EXISTING CONDITION AT THE COMPLETION OF CONSTRUCTION AT EACH NODE LOCATION
12. ALL WORK TO COMPLY WITH OSHA AND CITY GUIDELINES
13. CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING PRIVATE IRRIGATION PRIOR TO EXCAVATION. CONTRACTOR WILL REPAIR OR REROUTE IRRIGATION IN ROW AS NECESSARY
14. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND REPLACE, AT THEIR COST, ANY AND ALL DAMAGED PAVEMENT, SIDEWALK, CURB AND GUTTER OUTSIDE THE PAY LIMIT, DAMAGE DUE TO THEIR ACTIVITIES ON THE PROJECT. THIS INCLUDES, BUT IS NOT LIMITED TO THE REMOVAL AND REPLACEMENT OF NEWLY CRACKED, THE REMOVAL AND REPLACEMENT OF EXISTING CRACKS WHERE THE CRACKS HAVE BEEN ENLARGED DUE TO THE CONTRACTOR'S OPERATIONS, THE REMOVAL AND REPLACEMENT OF DEFORMED PAVEMENT, CURB AND GUTTER, SIDEWALK, ETC. ALL SAW CUTS USED FOR THE REMOVAL OF THESE ITEMS SHALL BE PERPENDICULAR AND PARALLEL TO THE CENTERLINE CONTROLLING THAT ITEM, OR AT THE DISCRETION OF THE CITY INSPECTOR
15. THE VAULTS INSTALLED IN CONJUNCTION WITH THE INDIVIDUAL ANTENNA NODES SHALL BE FLUSH WITH THE GROUND

GENERAL PROJECT NOTES

SCALE: NTS | 10

1. ALL ATTACHMENTS MUST BE REVIEWED AND APPROVED BY UTILITY COMPANY FIELD ENGINEERING
2. IF A METAL (STREETLIGHT POLE REQUIRING A BASE (CONCRETE OR SCREW IN TYPE) IS REQUESTED TO ACCOMMODATE A POLE TOP ATTACHMENT, THE POLE AND BASE WILL NEED TO BE EVALUATED TO DECIDE IF AN ADDITIONAL DUCT FOR COMMUNICATIONS WIRING AND FOR THE ADDITIONAL LOADING OF THE COMMUNICATIONS EQUIPMENT
3. CORPUS CHRISTI IS IN A DESIGNATED "HEAVY LOADING DISTRICT" THEREFORE, ADDITIONAL STRENGTH IS REQUIRED FOR OVERHEAD STRUCTURES
4. IF AN EXISTING WOODEN STREETLIGHT POLE AND SERVICE LIFT POLE, NOT SUPPORTING ANY PRIMARY, MUST HAVE ANY MAINTENANCE OR INSTALLATION OF COMMUNICATION EQUIPMENT PERFORMED, IT MUST BE BY PERSONNEL QUALIFIED TO WORK IN THE SUPPLY SPACE.
5. POLE MUST BE TRUCK ACCESSIBLE. NON-ACCESSIBLE POLES REQUIRING CLIMBING ARE NOT PERMITTED
6. WIRING FOR ATTACHMENT MUST BE IN A SEPARATE DUCT OR RACEWAY THIS PREVENTS ANY INTERFERENCE WITH OUR SUPPLY LINES DURING MAINTENANCE ACTIVITIES BEING PERFORMED BY COMMUNICATIONS COMPANY OR LOCAL UTILITY COMPANY. THIS ALSO INSURES COMPLIANCE WITH NATIONAL CODES.
7. STREETLIGHT MUST HAVE A LOCAL (INDIVIDUAL) PHOTOCELL CONTROL THE COST FOR CONVERSION OF THE ASSOCIATED STREETLIGHTS TO INDIVIDUAL PHOTOCELLS SHALL BE BORNE BY THE COMMUNICATION COMPANY.
8. ATTACHMENT MUST HAVE RF TRANSMITTER DISCONNECT. THIS IS TO PROTECT UTILITY COMPANY EMPLOYEES FROM CLOSE PROXIMITY TO RF SIGNAL TRANSMISSION
9. RFS
10. ALL ATTACHMENTS MUST MEET NESC, NEC, AND/OR AND LOCAL UTILITY COMPANY REQUIREMENTS. PLANS SHALL BE STAMPED BY A REGISTERED COLORADO PROFESSIONAL ENGINEER
11. NO DRILLING OF POLES WOULD BE ALLOWED AS THIS WILL WEAKEN THE POLE
12. NO METERS (EVEN THOUGH THESE ATTACHMENTS WOULD REQUIRE METERING) ALLOWED ON POLES.

COLORADO SPRINGS UTILITIES MINIMUM REQUIREMENTS SCALE: NTS | 12

ABBREVIATIONS AND SYMBOLS

SCALE: NTS | 13

A/C	AIR CONDITIONING
ADJ	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
AMSL	ABOVE MEAN SEA LEVEL
APPROX	APPROXIMATELY
AWG	AMERICAN WIRE GAUGE
BCW	BARE COPPER WIRE
BLDG	BUILDING
BLK	BLOCK
BOB	BOTTOM OF BLOCK
BS	BUILDING STANDARD
CLG	CEILING
CLR	CLEAR
CONC	CONCRETE
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
CO	COMPANY
DBL	DOUBLE
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DTL, DETL	DETAIL
DWG	DRAWING
E	EAST
EA	EACH
EL, ELEV	ELEVATION
ELECT	ELECTRICAL
EPB	ELECTRICAL PULL BOX
EQ	EQUAL
EQUIP	EQUIPMENT
EW	EARTH WAY
EX	EXISTING
EXT	EXTERIOR
FIN	FINISH
FLUOR	FLUORESCENT
FLR	FLOOR
FT	FOOT, FEET
GA	GAUGE
GALV	GALVANIZE(D)
GC	GENERAL CONTRACTOR
GLB	GLUE LAMINATED BEAM
GROUND	GROUND

HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
HVAC	HEATING, VENTING AND AIR CONDITIONING
IBC	INTERNATIONAL BUILDING CODE
ID	INSIDE DIA
IN	INCH
INFO	INFORMATION
INT	INTERIOR
LB(S)	POUND(S)
LF	LINEAR FEET
MAX	MAXIMUM
MECH	MECHANICAL
MTL	METAL
MFR	MANUFACTURER
MGR	MANAGER
MIN	MINIMUM
MISC	MISCELLANEOUS
N	NORTH
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OHD	OPENING
OPP	OPPOSITE
PL	PROPERTY LINE
PLY	PLYWOOD
PR	PAIR
PROJ	PROJECT
PROP	PROPERTY
PT	PRESSURE TREATED
RCP	REFLECTED CEILING PLAN
REQD	REQUIRED
RM	ROOM
RO	ROUGH OPENING
ROW	RIGHT-OF-WAY
RX	RECEIVING SIGNAL

S	SOUTH
SCHED	SCHEDULE
SF	SQUARE FEET
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SEWER
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SY	SQUARE YARD
THRU	THROUGH
TNMS	TINNEYS
TO	TOP OF
TOB	TOP OF BLOCK
TOC	TOP OF CONCRETE
TOM	TOP OF MASONRY
TS	TUBE STEEL
TX	TRANSMIT SIGNAL
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LAB
URH	UNIVERSAL RADIO HEAD
U.N.O.	UNLESS NOTED OTHERWISE
VERT	VERTICAL
VIF	VERIFY IN FIELD
VT	VINYL TILE
W	WEST
W/	WITH
WDW	WINDOW
W/O	WITHOUT
WP	WORKING POINT
WTR	WATER

A	ANGLE
&	AND
@	AT
℄	CENTER LINE
⌀	DIAMETER
#	NUMBER
ℙ	PLATE

— · — · —	CENTER LINE
— · — · —	PROPERTY LINE
— — — —	RIGHT-OF-WAY
— FO — FO —	FIBER
— G — G —	GAS
— P — P —	POWER
— SS — SS —	SANITARY SEWER
— SD — SD —	STORM DRAIN
— W — W —	WATER
—⊥—⊥—	LIGHT CIRCUIT POWER

1	REVISION
A01	KEY NOTE
1 / A1.1	DETAIL REFERENCE
8 / A2.2	ELEVATION REFERENCE
17 / A3.3	SECTION REFERENCE
	ELEVATION MARKER
A.5	PHOTOSIM REFERENCE
0°	ANTENNA AZIMUTH
	SUBJECT POLE
	SITE VISIBILITY ZONE
1	NOTE NUMBER
A-02	SHEET NUMBER
	SHEET GROUP

CROWN CASTLE
2000 E. 48TH ST. RTE. 300
CHANDLER, AZ 85249
ph 480.718.8500
fax 480.699.8075

REVISED DRAWINGS ISSUE DATE 6/18/2013

RECORD DRAWING DRAFTING ONLY

SHIFT
Shift Companies, LLC
2300 E. ARIZONA BILTMORE
SCOTTSDALE, ARIZONA 85016
ph 480.291.0600
fax 480.291.0605

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RELEASE

DATE	SUBMITTAL
6/21/2013	ZONING SUBMITTAL

REVISIONS

NO	DATE	COMMENT

PROJECT NAME

ZANJERO NODE

NODE ADDRESS

NODE #:WGM09-01

ZANJERO BLVD AND CABLEA DR

GLENDALE, AZ

HUB AREA

JOBING.COM

SHIFT JOB NUMBER	IN HOUSE
130608	DRAWN BY RA CHECKED BY EH

SHEET TITLE

GENERAL NOTES ABBREVIATIONS AND SYMBOLS

SHEET NUMBER	PAGE
T1.2	2 OF 5

PLOT SCALE: 1:1 (FULL SCALE) (IF @ 11x17)

PLAN CHECK #

CASE #

KEYNOTE LEGEND		
KEYNOTE	DESCRIPTION	DETAIL
A01	PROPOSED CROWN CASTLE PANEL ANTENNA	
P01	PROPOSED CROWN CASTLE UNDERGROUND CONN. CONDUIT (APPROXIMATE LOCATION, F.O.)	
E01	PROPOSED CROWN CASTLE EQUIPMENT CABINET	
E02	PROPOSED CROWN CASTLE EQUIPMENT CABINET	
P02	PROPOSED NEW / REPLACEMENT POLE	
A03	PROPOSED CROWN CASTLE UNDERGROUND CONN. FIBER CONDUIT	
A02	PROPOSED GROUND CASTLE NODE INSTALLATION COORDINATES	
G01	PROPOSED CROWN CASTLE COMMUNICATIONS	

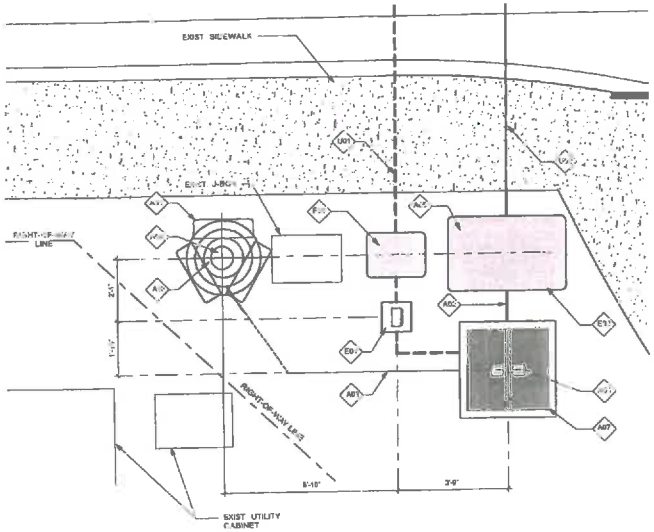
KEYNOTE LEGEND		
KEYNOTE	DESCRIPTION	DETAIL
E01	PROPOSED POWER METER LOCATION (DISTURBANCE PHASE AND DISCONNECT)	
E02	PROPOSED UTILITY COMPANY LOCK	
U01	PROPOSED CROWN CASTLE UNDERGROUND POWER CONNECTION (APPROXIMATE LOCATION, F.O.)	
U02	PROPOSED CROWN CASTLE UNDERGROUND FIBER ROUTE (APPROXIMATE LOCATION, F.O.)	

LATITUDE:	33.54053
LONGITUDE:	-112.2602
SECTION:	4
TOWNSHIP:	2N
RANGE:	1E
QUARTER SECTION:	-
POLE TYPE:	STREET LIGHT POLE
POLE ID #:	255263

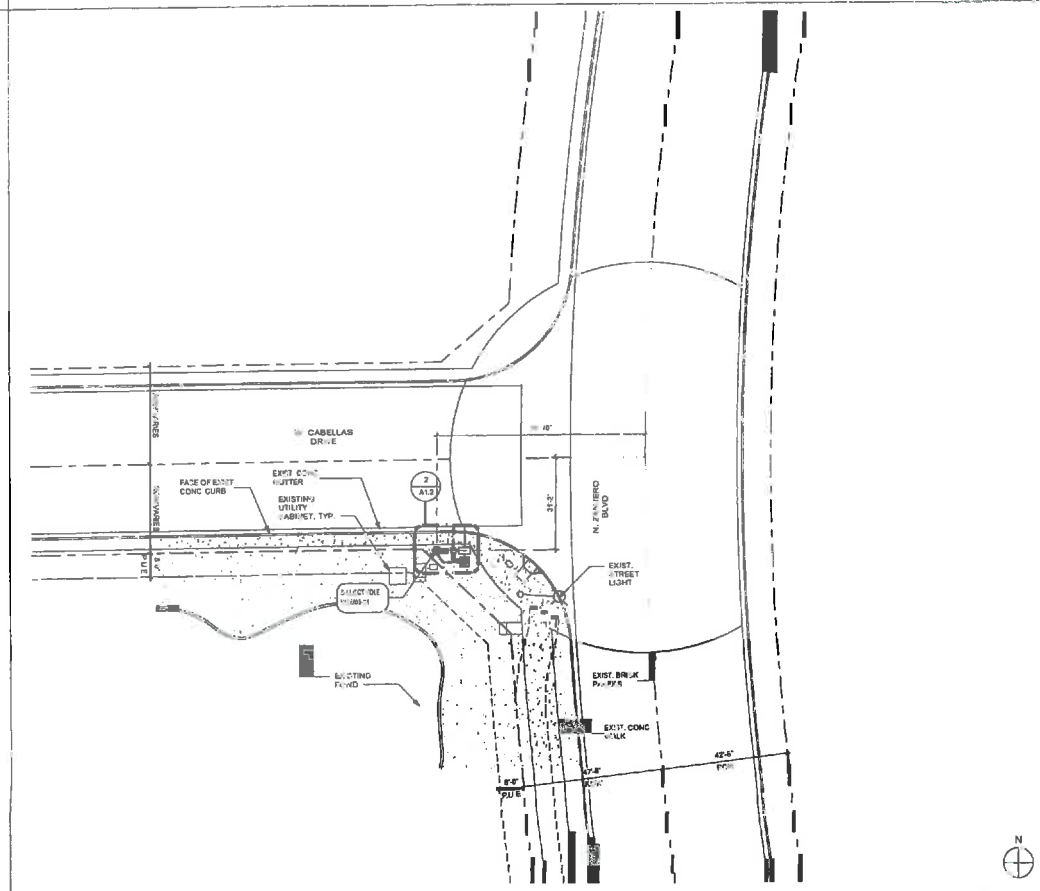
GENERAL NOTES

1. PAINT PROPOSED GROUND EQUIPMENT A NATURAL EARTH COLOR AND AS APPROVED BY CITY OF GLENDALE
2. CONTRACTOR TO HAND LOCATE EXIST. UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION
3. EX. LANDSCAPE PLANTINGS AND PERCOLATE TO SAME SHAPES DISTURBED OR DESTROYED AS A RESULT OF CONSTRUCTION SHALL BE REPLACED WITH A LIKE SIZE AND SPECIES
4. CONTRACTOR TO HAND LOCATE EX. IRRIGATION PRIOR TO EXCAVATION
5. SITE PLAN IS A DIAGRAMMATIC REPRESENTATION ONLY. VERIFY ALL DIMENSIONS
6. VERIFY ALL PROPERTY LINE INFORMATION WITH EXISTING SURVEY DATA
7. EXIST. UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE ONLY

NO WORK MAY BE DONE BEFORE YOU DO CALL FOR THE BLUE STAKES
1-800-782-5348
BLUE STAKE CENTER



EQUIPMENT AND ANTENNA PLAN 1/2" = 1'-0" 8



OVERALL SITE PLAN 1" = 20'-0" 20

CROWN CASTLE

CROWN CASTLE
8000 N. 48TH ST., STE. 300
CHANDLER, AZ 85226
ph: 480.755.9876
fax: 480.988.6978

RECORD DRAWING ONLY DATE 8.30.2013

RECORD DRAWING DRAFTING ONLY

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[illegible]
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RELEASE

DATE	SUBMITTAL
8.30.2013	ZONING SUBMITTAL

REVISIONS

NO.	DATE	COMMENT

PROJECT NAME

ZANJERO NODE

NODE ADDRESS

NODE #:WGM09-01

ZANJERO BLVD AND CABLEA DR

GLENDALE, AZ

HUB AREA

JOBING.COM

SHIFT JOB NUMBER	IN HOUSE
130608	DRAWN BY: RA CHECKED BY: GM

SHEET TITLE

SITE PLAN, EQUIPMENT AND ANTENNA PLAN

SHEET NUMBER	PAGE
A1.2	3 OF 5

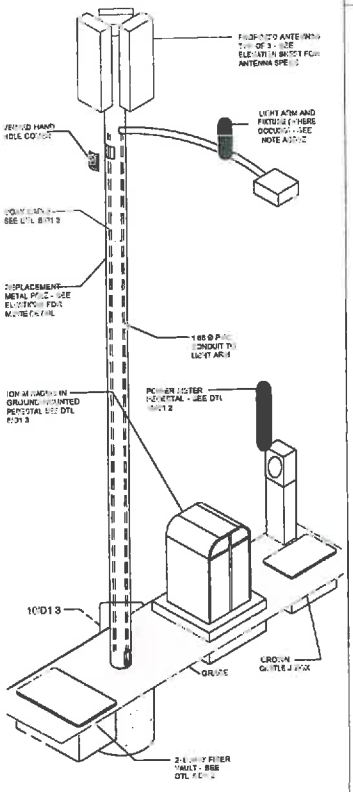
PLOT SCALE 1:1 @ 24x36 1:2 @ 11x17

PLAN CHECK #

CASE #

LIGHT FIXTURE NOTE

[illegible] SUBMITTALS TO BE VERIFIED BY CONTRACTOR AT TIME OF DEMO AND REPLACED PRIOR TO INSTALL



NOTES:

1. FIBER VAULT, POWER METER PEDESTAL AND GROUND-MOUNTED RADIO EQUIPMENT PEDESTAL CAN BE REORIENTED TO SUIT PROJECT LOCATION
2. ISOMETRIC IS A SCHEMATIC DESIGN ONLY.

METAL LIGHT POLE ISOMETRIC - W/ LIGHT — SCALE: N.T.S. — 4

MODEL	[illegible]
LENGTH	20"
WIDTH	21"
DEPTH	7.1"
WEIGHT	368 LBS
ANTENNA ADDITIONAL	1.0" / 2.0" / 3.0"

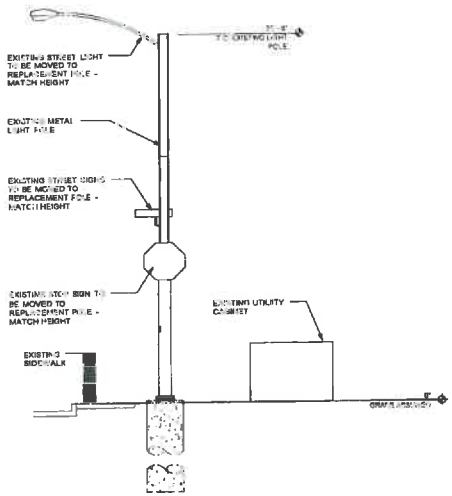
PROPOSED PANEL ANTENNA SPECS

EX. POLE WIDTH =	[illegible]
EX. POLE HEIGHT =	[illegible]
PROPOSED POLE WIDTH =	18"
PROPOSED POLE HEIGHT =	30' - 6"

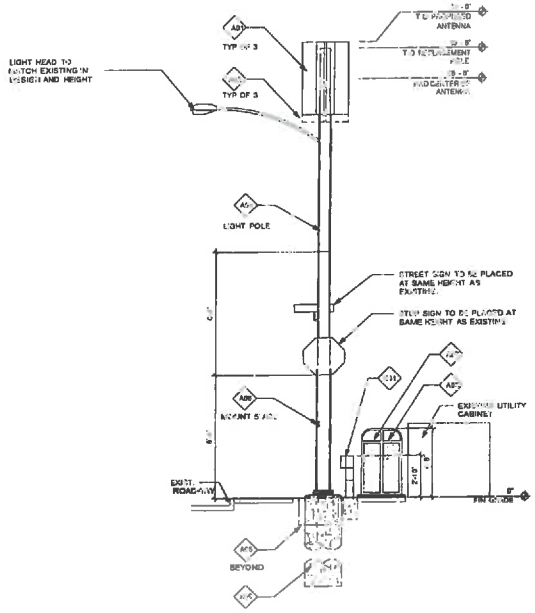
POLE INFO

KEYNOTE LEGEND

KEYNOTE	DESCRIPTION	DETAIL NUMBER
A01	PROPOSED CROWN CASTLE PANEL ANTENNAS	
A02	PROPOSED CABLE COVER	
A03	PROPOSED CROWN CASTLE FIXTURE LIGHT HEADS (CONTAINMENT CAGE)	
A04	PROPOSED NEW REPLACEMENT POLE	
A05	PROPOSED CROWN CASTLE UNDERGROUND COMS FIBER VAULT	
A06	PROPOSED CROWN CASTLE NODE IDENTIFICATION SIGNAGE	
A07	PROPOSED CROWN CASTLE CONTAINMENT CAGE	
A08	POLE FOUNDATION - SIZE TBA (CULTURAL 2V OTHER)	
E01	PROPOSED POWER METER PEDESTAL (CONTRACTOR PANEL AND DISCONNECT)	



POLE ELEVATION (EXISTING)



POLE ELEVATION (PROPOSED) — SCALE: 1/4" = 1'-0" — 20

CROWN CASTLE

CROWN CASTLE
1350 N. 48TH ST. STE. 305
CHANDLER, AZ 85226
P: 480.755.9900
fax: 480.686.8014

RECORD DRAWINGS IS THE DATE 6/21/2013

RECORD DRAWING DRAFTING ONLY

SHIFT

Shift Companies, LLC
[illegible]

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RELEASE

DATE	SUBMITTAL
6/21/2013	ZONING SUBMITTAL

REVISIONS

NO.	DATE	COMMENT

PROJECT NAME

ZANJERO NODE

NODE ADDRESS

NODE #:WGM09-01

ZANJERO BLVD AND CABLEA DR

GLENDALE, AZ

HUB AREA

JOBING.COM

SHIFT JOB NUMBER	IN HOUSE
130608	DRAWN BY: RA CHECKED BY: GM

SHEET TITLE

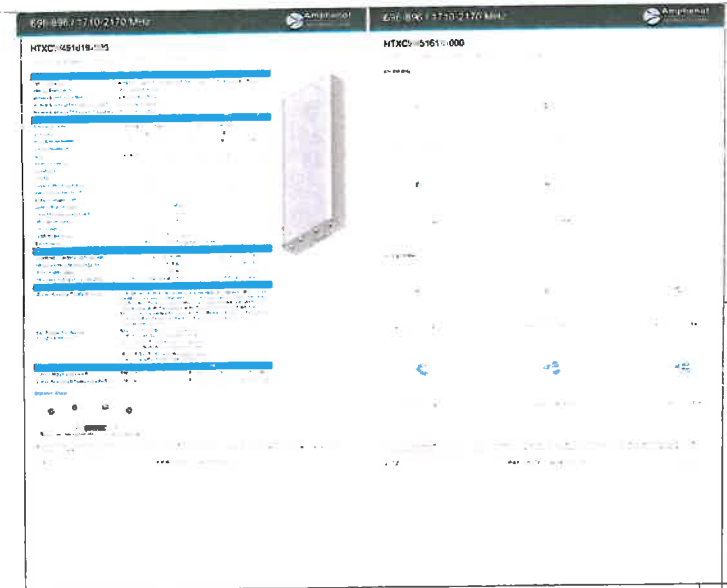
POLE ELEVATION, PROPOSED

SHEET NUMBER	PAGE
A1.3	4 OF 5

PLOT SCALE: 1:1 (24x36) 1:2 @ 11x17

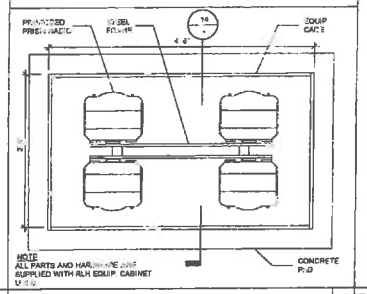
PLAN CHECK #

CASE #



PROPOSED ANTENNA SPECIFICATION

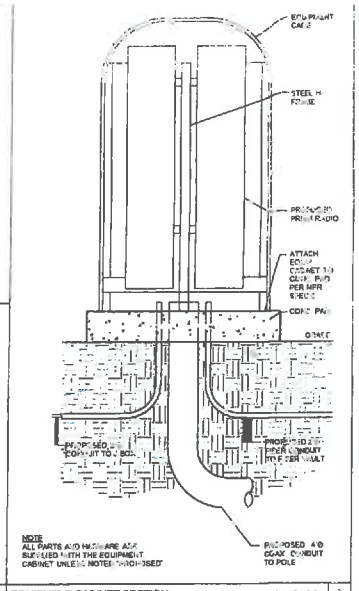
10



EQUIPMENT ENCLOSURE PLAN

SCALE N.T.S

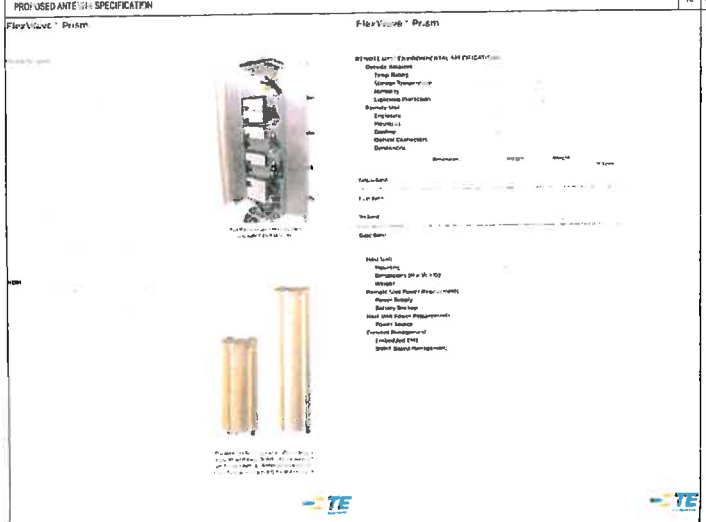
14



EQUIPMENT CABINET SECTION

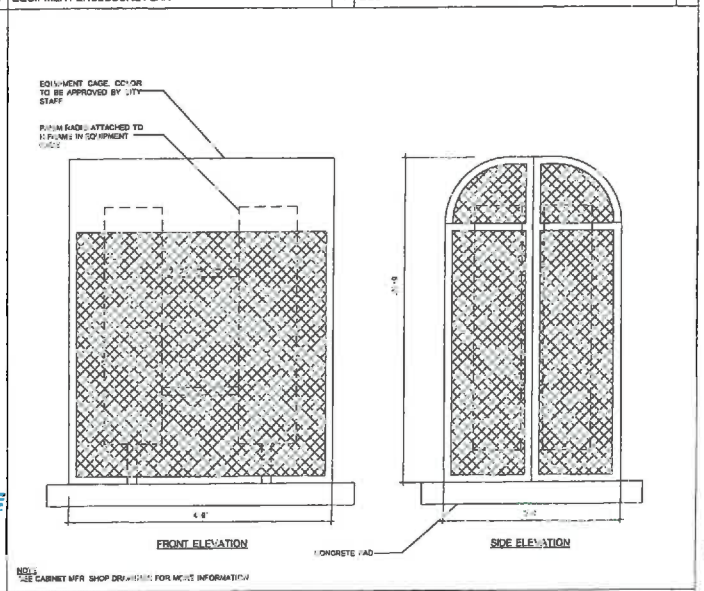
SCALE N.T.S

10



PROPOSED RADIO SPECIFICATION

12



EQUIPMENT ENCLOSURE

SCALE N.T.S

25

CROWN CASTLE

CROWN CASTLE
2130 N. 40TH ST., STE. 395
CHANDLER, AZ 85225
ph 480 558 6000
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RECORD DRAWINGS ISSUE DATE 4.30.13

RECORD DRAWINGS DRAFTING ONLY

SHIFT

Shift Companies, LLC
[illegible]
SCOTTSDALE, ARIZONA [illegible]
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RELEASE

DATE	SUBMITTAL
4.26.13	1ST CITY SUBMITTAL

REVISIONS

NO	DATE	COMMENT

PROJECT NAME

ZANJERO NODE

NODE ADDRESS

NODE #:WGM-09

ZANJERO BLVD AND CABLEA DR

GLENDALE, AZ

HUB AREA

JOBING.COM

SHIFT JOB NUMBER	IN HOUSE
130608	DRAWN BY RA CHECKED BY

SHEET TITLE

EQUIPMENT SPECIFICATIONS

SHEET NUMBER	PAGE
A1.4	5 OF 5

PLOT SCALE [illegible] @ 11x17

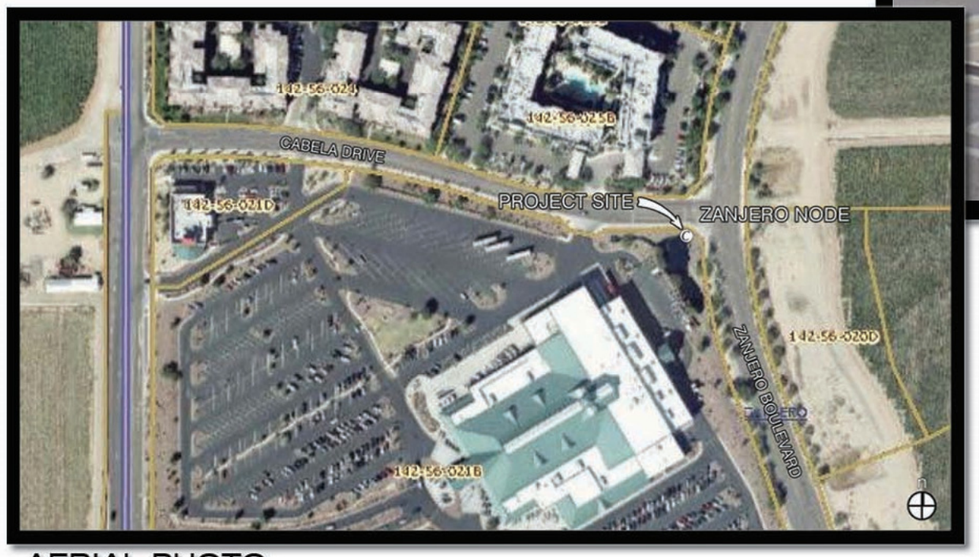
6/28/2013 3:15:24 PM

CROWN CASTLE

ZANJERO NODE
(S.W.C.OF CABELA DRIVE AND ZANJERO BOULEVARD)

EXISTING

PROPOSED



AERIAL PHOTO