

# City of Glendale Council Meeting Agenda

May 14, 2013 – 7:00 p.m.

## Welcome!

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

## Form of Government

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

## Council Meeting and Workshop Schedule

Council meetings to take official action are held two times each month. These meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. Council workshops are generally held two times each month. Workshops provide Council with an opportunity to hear a presentation by staff on topics that may come before Council for official action. These meetings are held on the first and third Tuesday of each month at 1:30 p.m. The City Council does not take official action during workshop sessions. All meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

## Executive Session Schedule

Council may convene in "Executive Session" to receive legal advice and 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, this session is closed to the public.

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

**If you have any questions about the agenda, please call the City Manager's Office at (623)930-2870. If you have a concern you would like to discuss with your District Councilmember, please call the City Council Office at (623)930-2249**



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

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

## **Councilmembers**

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



**MAYOR JERRY P. WEIERS**

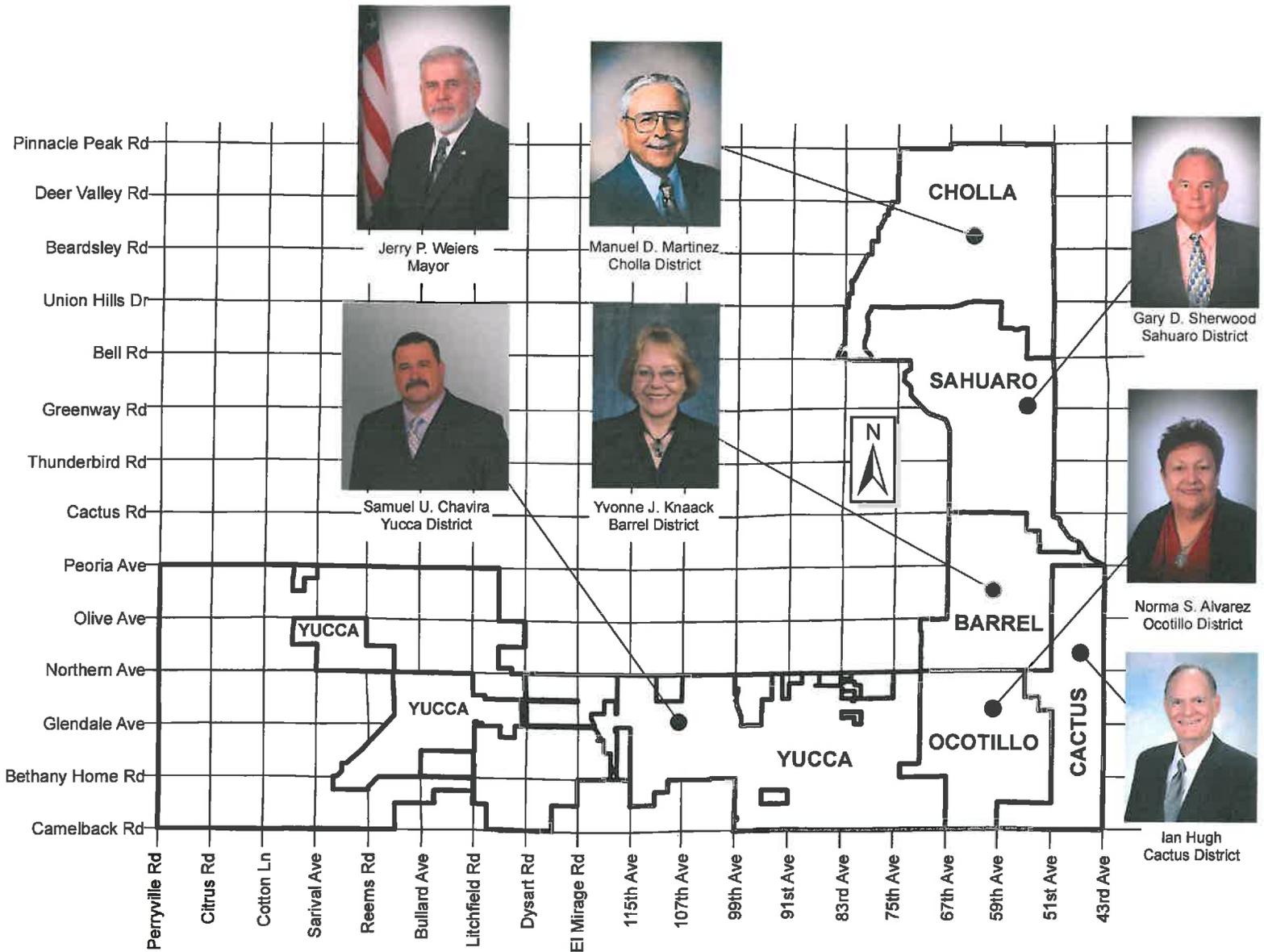
Vice Mayor Yvonne J. Knaack – Barrel District

## **Appointed City Staff**

Richard Bowers – Acting City Manager  
Nicholas DiPiazza – Acting City Attorney  
Pamela Hanna – City Clerk  
Elizabeth Finn – City Judge



## Council District Boundaries





**GLENDALE CITY COUNCIL MEETING  
Council Chambers  
5850 West Glendale Avenue  
May 14, 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**

**APPROVAL OF THE MINUTES OF APRIL 23, 2013**

**PROCLAMATIONS AND AWARDS**

**NATIONAL PUBLIC WORKS WEEK PROCLAMATION: MAY 19 – 25, 2013**

**PRESENTED BY:** Office of the Mayor

**ACCEPTED BY:** Christina Betz, City of Glendale Employee, Public Works  
Glen Jones, City of Glendale Employee, Transportation Services  
Mark Fortkamp, City of Glendale Employee, Water Services

**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, GLENDALE CIVIC PRIDE AMBASSADORS  
FOUNDATION**

**PRESENTED BY:** Susan Matousek, Revenue Administrator

**2. SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF THE VALLEY CATHOLIC CHURCH**

**PRESENTED BY:** Susan Matousek, Revenue Administrator

**3. LIQUOR LICENSE NO. 5-9847, GENO'S MARKET**

**PRESENTED BY:** Susan Matousek, Revenue Administrator

4. LIQUOR LICENSE NO. 5-9848, ROSE LANE MARKET  
PRESENTED BY: Susan Matousek, Revenue Administrator

5. LIQUOR LICENSE NO. 5-9984, PALERMO'S PIZZA  
PRESENTED BY: Susan Matousek, Revenue Administrator

**CONSENT RESOLUTIONS**

6. MEMORANDUM OF UNDERSTANDING WITH IMMIGRATION AND CUSTOMS  
ENFORCEMENT

PRESENTED BY: Debora Black, Interim Police Chief  
RESOLUTION: 4669

7. ACCEPTANCE OF HIGH INTENSITY DRUG TRAFFICKING AREA GRANT FROM THE CITY  
OF TUCSON

PRESENTED BY: Debora Black, Interim Police Chief  
RESOLUTION: 4670

8. ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS

PRESENTED BY: Debora Black, Interim Police Chief  
RESOLUTION: 4671

9. GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR  
AN ENVIRONMENTAL ASSESSMENT FOR AIRPORT LAND ACQUISITION

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services  
RESOLUTION: 4672

10. GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR  
RUNWAY SAFETY IMPROVEMENTS

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services  
RESOLUTION: 4673

11. AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF  
PHOENIX FOR EXTENSION OF AMERICAN RECOVERY AND REINVESTMENT ACT  
GRANT FUNDING

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services  
RESOLUTION: 4674

12. AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC  
TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services  
RESOLUTION: 4675

**13. AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICE**

**PRESENTED BY:** Cathy Colbath, Interim Executive Director, Transportation Services  
**RESOLUTION:** 4676

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

**PRESENTED BY:** Cathy Colbath, Interim Executive Director, Transportation Services  
**RESOLUTION:** 4677

**BIDS AND CONTRACTS**

**15. AWARD OF BID TO KINKAID CIVIL CONSTRUCTION, LLC FOR CONSTRUCTION OF DYSART WATERLINE FOR NORTHERN PARKWAY LANDSCAPING**

**PRESENTED BY:** Cathy Colbath, Interim Executive Director, Transportation Services

**16. CONCESSION SERVICES LEASE AGREEMENT FOR THE FOOTHILLS RECREATION AND AQUATICS CENTER**

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

**PUBLIC HEARING - ORDINANCES**

**17. ANNEXATION APPLICATION AN-189: LITCHFIELD ROAD AND BETHANY HOME ROAD (ORDINANCE) (PUBLIC HEARING REQUIRED)**

**PRESENTED BY:** Jon M. Froke, AICP, Planning Director  
**ORDINANCE:** 2842

**18. AMENDMENT TO CHAPTER 21.1 - MODEL CITY PRIVILEGE (SALES) TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)**

**PRESENTED BY:** Diane Goke, Chief Financial Officer, Financial Services  
**ORDINANCE:** 2843

**RESOLUTIONS**

**19. DISSOLUTION OF WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION**

**PRESENTED BY:** Diane Goke, Chief Financial Officer, Financial Services  
**RESOLUTION:** 4678

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**CITIZEN COMMENTS**

**If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda,**

but may refer the matter to the City Manager for follow up. 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.

## 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,



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Richard A. Bowers  
Acting City Manager





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. 5-9607, CONNOLLY'S

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for Connolly's located at 5160 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070744) was submitted by Sharon Lynn Jeter.

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

3. LIQUOR LICENSE NO. 5-9727, HALOPENOS MEXICAN CAFE

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Halopenos Mexican Cafe located at 5124 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 12079441) was submitted by Jose Antonio Ruiz- Godin.

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. 5-9756, RT O'SULLIVANS

PRESENTED BY: Susan Matousek, Revenue Administrator

This is a request for City Council to approve a person-to-person transferable series 6 (Bar - All Liquor) license for RT O'Sullivan's located at 5830 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 06070520) was submitted by Roland J. Burgman.

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

5. PURCHASE OF A TREATED WATER MIXING UNIT FROM SOLARBEE, INC.

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

This is a request for City Council to authorize the City Manager to enter into a contract with SolarBee, Inc. (SolarBee) in the amount of \$38,111.80 for a solar-powered water mixing unit for use by the Water Services Department.

6. PURCHASE OF EQUIPMENT FOR SPECIAL WEAPONS AND TACTICS TEAM

PRESENTED BY: Debora Black, Interim Police Chief

This is a request for City Council to approve the purchases of 39 tactical plate carriers from TYR Tactical, LLC in an amount not to exceed \$65,724.79, and 25 rifles from Patriot Ordnance Factory, Inc. in an amount not to exceed \$45,575.68.

7. PARTNERSHIP WITH NEW WESTGATE, LLC FOR TEMPORARY LEASE AT WESTGATE

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

This is a request for City Council to review a proposed partnership and opportunity between New Westgate, LLC, and the City of Glendale Parks, Recreation and Library Services Department, to approve a one-year lease agreement to provide the city with 3,050 leasable square feet of retail space for the “Gallery Glendale at Westgate.”

**It was moved by Councilmember Martinez and seconded by Councilmember Sherwood, to approve the recommended actions on Consent Agenda Item Nos. 5 through 7 and to forward Liquor License Application No. 12079436 for Bravi Tuscan Kitchen located at 5940 West Union Hills Drive, Suite E-100; Liquor License Application No. 06070744 for Connolly's located at 5160 West Northern Avenue; Liquor License Application No. 12079441 for Halogens Mexican Cafe located at 5124 West Northern Avenue; and Liquor License and Control application No. 06070520 for RT O'Sullivan's located at 5830 West Bell Road to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.**

**CONSENT RESOLUTIONS**

**Mr. Bowers removed item number eight administratively from the agenda.** Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 9 through 12 by number and title.

8. ITEM REMOVED ADMINISTRATIVELY FROM AGENDA.

9. AMENDMENT NUMBER ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE RESPONSIBILITIES ALONG GRAND AVENUE

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services  
RESOLUTION: 4664

Staff is requesting that City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment Number One to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for maintenance responsibilities along Grand Avenue. This amendment establishes maintenance responsibilities relative to access control features along Grand Avenue, as well as responsibilities for the operation, maintenance and electrical power for the traffic signal located at Grand Avenue and 57th Drive.

**RESOLUTION NO. 4664 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 AMENDMENT NO. ONE TO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION FOR THE US60, GRAND AVENUE PROJECT WITHIN THE PROJECT LIMITS OF 71ST AVENUE AND 43RD AVENUE.**

10. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR A SIGN INVENTORY MANAGEMENT SYSTEM

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

RESOLUTION: 4665

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 procurement of a sign inventory and a sign management inventory system.

**RESOLUTION NO. 4665 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 THE MANAGEMENT INVENTORY SYSTEM PROJECT.**

11. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR PEDESTRIAN COUNTDOWN SIGNALS

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

RESOLUTION: 4666

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 procurement of pedestrian countdown signals.

**RESOLUTION NO. 4666 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 THE TRAFFIC SIGNALS, LIGHTING AND MAINTENANCE PROJECT.**

12. ONLINE TRAVEL TAXATION LITIGATION COMMON INTEREST AGREEMENT

PRESENTED BY: Nicholas DiPiazza, Acting City Attorney

RESOLUTION: 4667

This is a request for City Council to authorize the Acting City Attorney to enter into a Common

Interest Agreement with the cities of Apache Junction, Avondale, Chandler, Mesa, Peoria, Phoenix, Prescott, Scottsdale, Tempe and Tucson (“Parties”) to bring litigation against online travel companies in relation to the underpayment of tax assessments.

**RESOLUTION NO. 4667 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 A COMMON INTEREST AGREEMENT WITH THE CITIES OF APACHE JUNCTION, AVONDALE, CHANDLER, MESA, PEORIA, PHOENIX, PRESCOTT, SCOTTSDALE, TEMPE AND TUCSON TO JOINTLY ENGAGE LEGAL COUNSEL FOR COMMON LITIGATION IN THE MATTER OF TAX ASSESSMENTS AGAINST ON-LINE TRAVEL COMPANIES.**

It was moved by Councilmember Martinez and seconded by Councilmember Chavira, to approve the recommended actions on Consent Agenda Item Nos.9 through 12, including the approval and adoption of Resolution No. 4664 New Series, Resolution No. 4665 New Series, Resolution No. 4666 New Series, Resolution No. 4667 New Series. The motion carried unanimously.

## **BIDS AND CONTRACTS**

### **13. BLUE CROSS BLUE SHIELD SERVICE AGREEMENT EXTENSION FOR PLAN YEAR 2013-14**

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

This is a request for City Council to approve the service agreement extension for medical services for City of Glendale Active employees, Retirees and COBRA participants for Plan Year (Fiscal Year) 2013-2014.

Mr. Brown said by continuing this agreement with Blue Cross Blue Shield for an additional year, it will continue the city’s grandfathered status with regard to the new Health Care Reform Laws. He also said that employees indicated, in a fall of 2012 survey, a high level of satisfaction with the current coverage offered by Blue Cross Blue Shield. Mr. Brown said an increase in premiums will be included in the budget process this year, noting there have been no rate increases since 2008.

Councilmember Martinez said the premium increases seemed to be quite high. He asked if these increases were in line with what other cities were doing. Mr. Brown said comparable cities in the valley were offering higher premiums for HMO coverage. Councilmember Martinez said this large of an increase coming all at once seems like it would be a burden on the employees.

Mr. Bowers said this Friday at a Special Workshop, there would be an opportunity to review and examine the fee structure and new rates. He said these issues would be covered at the workshop on Friday.

Vice Mayor Knaack said passing this extension tonight is not approving the staff recommended employee rate increase.

Councilmember Alvarez said she has gotten calls from retirees who know nothing about these increases. Mr. Brown said notification did go out to retirees today, advising them of the increases in premiums. He said once the budget process is complete, a second notice will be sent to retirees advising them on the new rates. Councilmember Alvarez asked if the new rates would be set before the benefits fair. Mr. Brown said he anticipates this issue being resolved prior to the benefits fair.

**It was moved by Councilmember Sherwood, and seconded by Councilmember Martinez, to ratify the contract for health benefits between the City and Blue Cross Blue Shield of Arizona that was effective 2008 and four separate extensions of that contract effective July 1<sup>st</sup>, 2009, 2010, 2011, and 2012 respectively and it was further moved to extend the contract for one additional year effective July 1<sup>st</sup> 2013. The motion carried unanimously.**

## **ORDINANCES**

### **14. FISCAL YEAR 2013 BUDGET AMENDMENTS**

**PRESENTED BY:** Sherry Schurhammer, Executive Director, Financial Services

**ORDINANCE:** 2841

This is a request for City Council to consider and approve Fiscal Year (FY) 2012-13 budget amendments. The City of Glendale's total FY 2012-13 budget appropriation across all funds is unchanged. The FY 2012-13 budget amendments shown in Exhibit A are associated with the movement of appropriation authority between departments and/or funds.

Staff is requesting that Council waive reading beyond the title and adopt an ordinance approving the FY 2012-13 budget amendments.

Councilmember Martinez asked Ms. Schurhammer for a specific example of the movement of appropriation authority between department and/or funds. Ms. Schurhammer gave an example related to construction funds in the capital improvement program.

Councilmember Alvarez asked why they are making these approvals after the fact. Ms. Schurhammer said the transfers have not been done and this item is a request for Council approval before any budget amendments are implemented. Councilmember Alvarez asked if they could make any comments on these transfers. Ms. Schurhammer said Exhibit A of the ordinance represented the recommended budget amendments. Councilmember Alvarez asked specific questions about certain transfers. Ms. Schurhammer explained those budget amendments in more detail. Vice Mayor Knaack added that additional funds were transferred into the workers' compensation fund in December 2012 to maintain the minimum reserve requirement for the end of calendar year 2012 as required by the Industrial Commission of Arizona. Ms. Schurhammer said that was correct.

**ORDINANCE NO. 2841 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2012-2013 BUDGET.**

**It was moved by Councilmember Hugh, and seconded by Councilmember Martinez, to approve Ordinance No. 2841 New Series. Motion carried on a roll call vote, with the following Councilmembers voting “aye”: Alvarez, Chavira, Hugh, Knaack, Martinez, and Sherwood. Members voting “nay”: none.**

## **PUBLIC HEARING - RESOLUTIONS**

### **15. COMMUNITY DEVELOPMENT BLOCK GRANT FY 2013-14 ANNUAL ACTION PLAN (RESOLUTION)(PUBLIC HEARING REQUIRED)**

**PRESENTED BY: Gilbert Lopez, Revitalization Administrator**

**RESOLUTION: 4668**

This is a request for City Council to conduct a public hearing and adopt a resolution authorizing submission of the Fiscal Year (FY) 2013-14 Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

**RESOLUTION NO. 4668 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2013-14 ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ACCEPTING (1) A COMMUNITY DEVELOPMENT BLOCK GRANT UP TO AN AMOUNT OF \$2,083,478; (2) A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION UP TO AN AMOUNT OF \$487,282; AND (3) EMERGENCY SOLUTIONS GRANTS PROGRAM FUNDING UP TO AN AMOUNT OF \$174,160.**

**Vice Mayor Knaack opened the public hearing on Agenda Item No. 15. As there were no comments, Vice Mayor Knaack closed the public hearing.**

**It was moved by Councilmember Chavira, and seconded by Councilmember Martinez, to pass, adopt and approve Resolution No. 4668 New Series. The motion carried unanimously.**

## **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

It was moved by Councilmember Martinez, and seconded by Councilmember Hugh, to hold a Special Budget Workshop at 9:00 a.m. in Room B-3 of the Council Chambers on Friday, April 26th, 2013 and to hold a City Council Workshop at 1:30 p.m. in the Council Chambers on Tuesday, May 7th, 2013, to be followed by an Executive Session pursuant to A.R.S. 38-431.03,

and to hold a Special Workshop at 5:00 p.m. in Room B-3 of the Council Chambers on Tuesday, May 14<sup>th</sup>, 2013, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.

### **MOTION TO EXCUSE COUNCILMEMBER**

Vice Mayor Knaack read a message from Mayor Weiers noting that he was in Washington, D.C. on city business.

**It was moved by Councilmember Martinez, and seconded by Councilmember Chavira, to excuse Mayor Weiers from tonight's Council meeting. The motion carried unanimously.**

### **CITIZEN COMMENTS**

Mr. Andrew Marwick, a Phoenix resident, said the council was missing the Bon Jovi concert this evening. He also said the Coyotes had been eliminated from the playoffs. He next spoke about the Cardinals and issues surrounding the Cardinals using the stadium in Glendale. He said the land around the stadium may be available for more surface parking in the area. He did not support the city building a parking garage per the Cardinal's request. He discussed options the city should look at to shuttle fans to the games. He spoke about the Glendale airport and said it was under-utilized. He also spoke about the city of Phoenix eliminating their food tax.

Mr. Bill Demski, a Glendale resident, spoke about taxes and assessed property valuation. He also brought up issues surrounding the new luxury car dealership that is being built. Mr. Demski discussed the raises the executive directors received. He talked about the bonuses and salaries of the former Human Resources director and about the overtime earned by police officers.

### **COUNCIL COMMENTS AND SUGGESTIONS**

Vice Mayor Knaack talked about the awards banquet she attended with Councilmember Martinez and Chief Black where the Police Department received the Seven Seals Award for their efforts supporting and assisting military members and their families while deployed. She noted the Fraternal Order of Police also honor military and veterans on Veterans Day with a barbecue. She also talked about the veteran's court initiative program at the City Court which was started and implemented by Judge Finn and Mr. Walecki, City Prosecutor.

### **ADJOURNMENT**

There being no further business, the meeting was adjourned at 7:54 p.m.

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Pamela Hanna - City Clerk



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **NATIONAL PUBLIC WORKS WEEK PROCLAMATION: MAY 19 - 25, 2013**  
Staff Contact: **Stuart Kent, Executive Director, Public Works**

## **Purpose and Recommended Action**

This is a request for City Council to proclaim May 19 through May 25, 2013 as National Public Works Week in the City of Glendale.

Christina Betz (Public Works), Glen Jones (Transportation Services), and Mark Fortkamp (Water Services) will be present to receive the proclamation on behalf of all City of Glendale employees who provide and maintain the infrastructure and services collectively known as Public Works.

## **Background Summary**

Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, National Public Works Week calls attention to the importance of public works in community life. APWA encourages public works agencies/professionals to take the opportunity to make their stories known in their communities. Some special highlights of National Public Works Week include a U.S. Senate resolution affirming the first National Public Works Week in 1960, letters of acknowledgment from Presidents Dwight Eisenhower and Lyndon Johnson, and a Presidential Proclamation signed by John F. Kennedy in 1962.

The APWA is designating May 19 through May 25, 2013 as National Public Works Week. The theme for this year's celebration is "Because of Public Works..." and it speaks to the quality of life brought to communities around the world. We are able to have clean water, safe streets and neighborhoods, efficient traffic and safe clean communities because of Public Works.

Public Works includes programs and services such as land development and flood control, environmental and facilities engineering, street design and maintenance, equipment and facility maintenance, transportation and city roadway systems, right-of-way beautification and graffiti removal, solid waste collection and disposal, as well as water and waste water services. In addition, Public Works personnel are among the first responders during emergencies and natural disasters, often going above and beyond the call of duty to quickly maintain and restore needed city services. This proclamation seeks to raise the public's awareness of the contributions which public works employees make in the community, and to honor the professional men and women who serve the public every day with quiet dedication.



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE  
AMBASSADORS FOUNDATION**  
Staff Contact: **Susan Matousek, Revenue Administrator**

## **Purpose and Recommended Action**

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This is a request for City Council to approve a special event liquor license for the Glendale Civic Pride Ambassadors Foundation. The event will be held in downtown Glendale located at 58<sup>th</sup> Avenue and Glenn Drive on Saturday, June 8, 2013, from 8 a.m. to 3 p.m. The purpose of this special event liquor license is for the Arizona Watermelon Festival.

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

## **Background Summary**

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

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

## **Attachments**

Staff Report

Liquor License Attachments

Police Calls for Service Report



## STAFF REPORT

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Meeting Date: **5/14/2013**  
To: **Richard A. Bowers, Acting City Manager**  
From: **Susan Matousek, Revenue Administrator**  
Title: **SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE  
AMBASSADORS FOUNDATION**

### **General Information**

Request: Special Event Liquor License

Location: Downtown Glendale located at 58<sup>th</sup> Avenue and Glenn Drive

District: Ocotillo

Zoned: C-2 (General Commercial)

Applicant: Lillian Mickey Lund

Owner: Glendale Civic Pride Ambassadors Foundation (GCPA)

### **Background**

1. The event will be held on Saturday, June 8, 2013, from 8 a.m. to 3 p.m.
2. The total number of days expended by this applicant will be one out of the allowed 10 days per calendar year.
3. The purpose of this event is for the Arizona Watermelon Festival.
4. Proceeds from this special event go to the GCPA Foundation and Arizona Melon Festival, LLC.

### **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: Glendale Civic Pride Ambassadors Foundation
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
- Arizona Watermelon Festival

5. Location of the event: Murphy Park, 58th Avenue and Glendale    Glendale    Maricopa    85301
- 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: Lund    Lillian    Mickey    [REDACTED]
- Last    First    Middle    Date of Birth
7. Applicant's Mailing Address: [REDACTED]
- Street    City    State    Zip
8. Phone Numbers: ( 623 ) 930-2964    ( 602 ) 722-2414    [REDACTED]
- Site Owner #    Applicant's Business #    Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)
- |         | Date                | Day of Week     | Hours from A.M./P.M. | To A.M./P.M.  |
|---------|---------------------|-----------------|----------------------|---------------|
| Day 1:  | <u>June 8, 2013</u> | <u>Saturday</u> | <u>8:00AM</u>        | <u>3:00PM</u> |
| Day 2:  | _____               | _____           | _____                | _____         |
| Day 3:  | _____               | _____           | _____                | _____         |
| Day 4:  | _____               | _____           | _____                | _____         |
| Day 5:  | _____               | _____           | _____                | _____         |
| Day 6:  | _____               | _____           | _____                | _____         |
| Day 7:  | _____               | _____           | _____                | _____         |
| Day 8:  | _____               | _____           | _____                | _____         |
| Day 9:  | _____               | _____           | _____                | _____         |
| Day 10: | _____               | _____           | _____                | _____         |

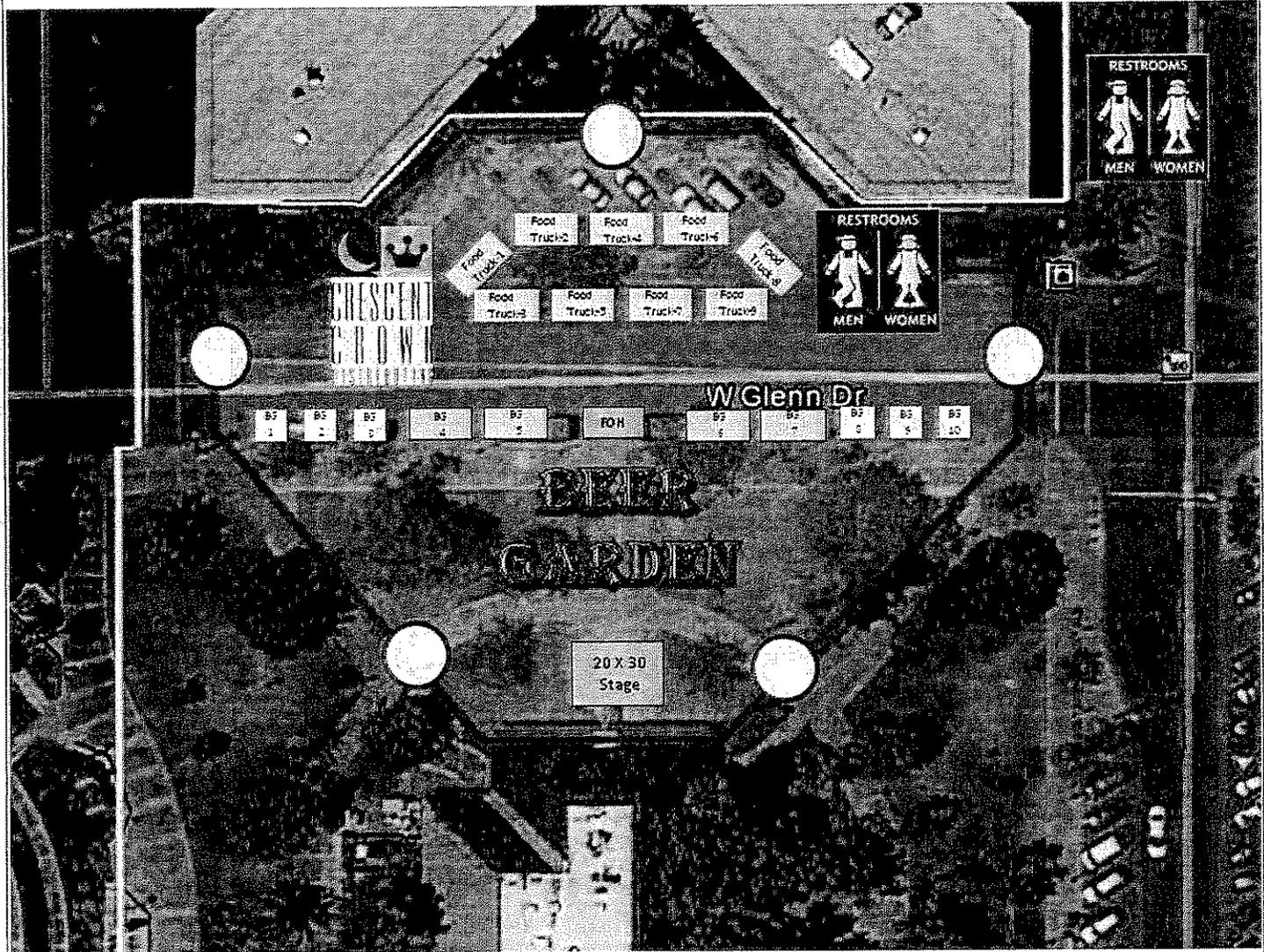
\*Disabled individuals requiring special accommodations, please call (602) 542-9027



**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.

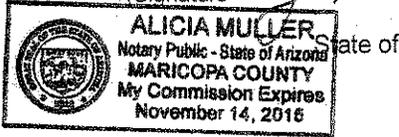
Circles represent security points for ingress and egress of the Beer Garden.  
 Purple line represents pedestrian fencing defining the Beer Garden perimeter



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

18. I, Lillian Mickey Lund 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 Lillian Mickey Lund President 4/15/2013 (602) 722-2414  
(Signature) (Title/Position) (Date) (Phone #)



State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this

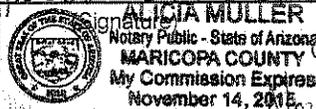
15 April 2013  
Day Month Year

My Commission expires on: November 14, 2015 Alicia Muller  
(Date) (Signature of NOTARY PUBLIC)

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

19. I, Lillian Mickey Lund 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 Lillian Mickey Lund State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this



15 April 2013  
Day Month Year

My commission expires on: November 14, 2015 Alicia Muller  
(Date) (Signature of NOTARY PUBLIC)

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

**LOCAL GOVERNING BODY APPROVAL SECTION**

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

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
(Title) (Date)



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

**SPECIAL EVENT LIQUOR APPLICATION**

**FOR CITY USE ONLY**

L15     L16

Amount Due: \_\_\_\_\_

Account #

\_\_\_\_\_

**Event Information**

Event Business Location Name: Watermelon Festival  
 Event Address: Murphy Park, 58 Ave + Glendale  
 Name of person filling out this form: Lillian Mickey Lund  
 Phone Number: 602-222-2417 Address: [REDACTED]  
 What is your relationship to the business?  Agent  Owner  Attorney  Consultant  Other \_\_\_\_\_  
 If different from the person filling out this form, provide event contact person below,  
 Event Contact Name: Gabriel Bey  
 Phone Number: 623-221-5215 Address: [REDACTED]  
 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: GCPA Foundation  
 Organization Address: 5708 W. Royal Palm Rd, Glendale, AZ  
 Federal ID Number: [REDACTED] 85302

**Dates & Hours of Event**

Date	Hours	Date	Hours
Day 1: <u>June 8, 2013</u>	<u>8-3</u>	Day 6: _____	_____
Day 2: _____	_____	Day 7: _____	_____
Day 3: _____	_____	Day 8: _____	_____
Day 4: _____	_____	Day 9: _____	_____
Day 5: _____	_____	Day 10: _____	_____

**Event Activities**

Patron Dancing     Yes  No    Cover Charge     Yes  No    If yes, Amount \$ \_\_\_\_\_  
 Live Entertainment     Yes  No    If yes, Type Bands  
 Adult Entertainment     Yes  No    Outdoor dining     Yes  No  
 Food Served     Yes  No    Outdoor Alcohol Consumption     Yes  No

**FOR CITY USE ONLY**

\_\_\_\_\_



[Empty dotted box for Account#]

**Event Fencing**

Will there be fencing?  Yes  No Fencing - galvanized

If yes: Type of Material PEDESTRIAN Height of Fence 40-42

Number of Exit Gates 5 Width of Exit Gate(s) 12 feet

**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? 30

**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 2<sup>nd</sup> 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.

Lillian Mickey Lund  
 (Signature of person filling out this form)

4/15/13  
 (Date)

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



13-50

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 04-25-13

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: **GCPA Foundation (Glendale Civic Pride Ambassadors)**

Business Address: **5850 W. Glendale Ave (Murphy Park).**

### Applicant/s Information

Name: **Lund, Lillian Mickey**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: <del>4/25/2012</del>	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related	1		
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls	18		
Trespassing	3		
Accidents	3		
Fraud / Forgery	3		
Threats	1		
Criminal damage			
Other non-criminal*	7		
Other criminal	1		
<b>Total calls for service</b>	<b>41</b>	<b>N/A</b>	<b>N/A</b>

\* 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

Page 2 of 2

### Applicant Background Synopsis:

Proceeds from this special event go to the Glendale Civic Pride Ambassadors and Arizona Melon Festival LLC.

Event is scheduled for 06-08-13 (Sat) (Arizona Watermelon Festival).

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

### Current License Holder:

N/A

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found.

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-25-13</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee		<u>SM13 - 4/25/2013</u>



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF THE VALLEY  
CATHOLIC CHURCH**  
Staff Contact: **Susan Matousek, Revenue Administrator**

## **Purpose and Recommended Action**

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This is a request for City Council to approve a special event liquor license for Our Lady of the Valley Catholic Church. The event will be held at St. Raphael Catholic Church located at 5525 West Acoma Road on Saturday, July 27, 2013, from 6 p.m. to 11 p.m. The purpose of this special event liquor license is to celebrate the 40<sup>th</sup> Anniversary of Our Lady of the Valley Catholic Church.

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

## **Background Summary**

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

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

## **Attachments**

Staff Report

Liquor License Attachments

Police Calls for Service Report



## STAFF REPORT

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Meeting Date: **5/14/2013**  
To: **Richard A. Bowers, Acting City Manager**  
From: **Susan Matousek, Revenue Administrator**  
Title: **SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF THE VALLEY  
CATHOLIC CHURCH**

### **General Information**

Request: Special Event Liquor License  
Location: 5525 West Acoma Road  
District: Sahuaro  
Zoned: A-1 (Agricultural District)  
Applicant: Jim E. Johnson  
Owner: Our Lady of the Valley Catholic Church

### **Background**

1. The event will be held indoors on Saturday, July 27, 2013, from 6 p.m. to 11 p.m.
2. The total number of days expended by this applicant will be one out of the allowed 10 days per calendar year.
3. The purpose of this event is to celebrate the 40th Anniversary of Our Lady of the Valley Catholic Church.
4. Proceeds from this special event go to Our Lady of the Valley Catholic Church.

### **Review/Analysis**

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

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

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

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the application with no comments.

### **Staff Recommendation**

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



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

11. This organization has been issued a special event license for 1 days this year, including this event  
(not to exceed 10 days per year).

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

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

Name OUR LADY OF THE VALLEY CATHOLIC CHURCH 100%  
Percentage

Address SISTER PARISH OF ST RAPHAEL

Name 5525 W. ACOMA \_\_\_\_\_  
Percentage

Address GLENDALE AZ 85306 \_\_\_\_\_

(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)

\_\_\_\_ # Police  Fencing  
 # Security personnel  Barriers

WE ARE IN AN ENCLOSED BUILDING W/ ONE MAIN ENTRANCE AND THE KITCHEN DOOR. WE WILL HAVE A COMMITTEE MEMBER MONITORING MAIN DOOR

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

**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) Phone Number

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

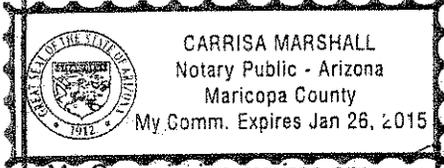
**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, EDWARD J. KAMUSKI, CSC 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) PASTOR/PRESIDENT (Title/Position) 04/03/13 (Date) (602) 938-4227 (Phone #)

State of Maricopa County of Arizona

The foregoing instrument was acknowledged before me this 03 Day April Month 2013 Year



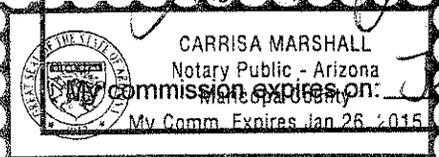
My Commission expires on: Jan 26, 2015 (Date) [Signature] (Signature of NOTARY PUBLIC)

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

19. I, JAMES E JOHNSON SR. 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 April Month 2013 Year



My Commission expires on: Jan 26, 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**

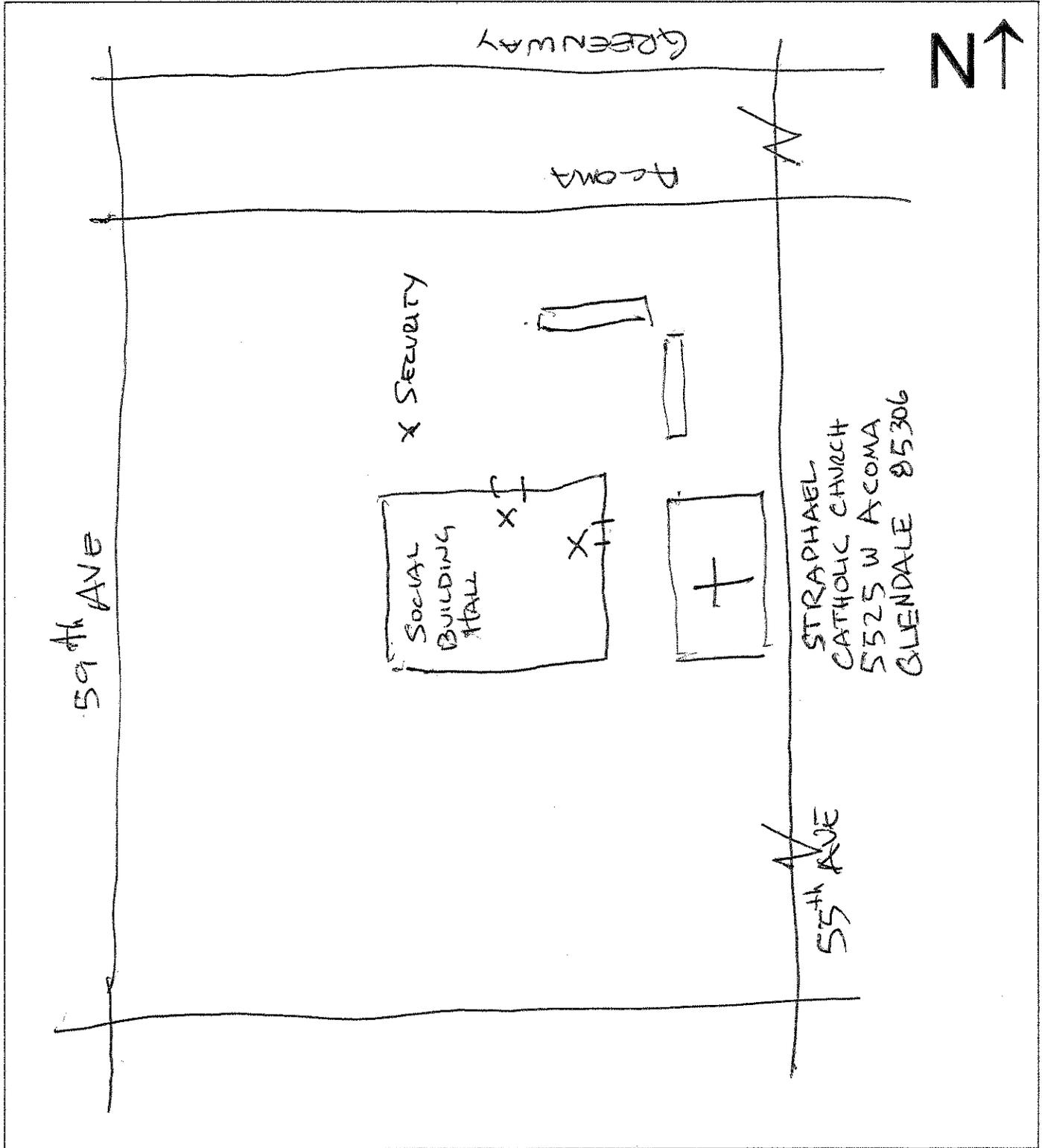
Department Comment Section:

\_\_\_\_\_  
(Employee) \_\_\_\_\_ (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
\_\_\_\_\_  
(Title) \_\_\_\_\_ (Date)

**SPECIAL EVENT 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.



Today's Date \_\_\_\_\_



### Special Event Liquor Application

Please return the Department of Liquor's application to the City of Glendale for processing.

Business Name: OUR LADY OF THE VALLEY - SAINT RAPHAEL CATHOLIC CHURCH

Location: 5525 W ACOMA RD 85306

Contact Person: JIM JOHNSON

Contact Phone Number: 602 - 942 - 1857

What is the purpose of the event? CELEBRATE OUR 40th ANNIVERSARY - DINNER

Will there be live music? No

Will there be patron dancing? No

How many people are expected at the event? 200

Hours of Event: 6:00 PM - 10:00 PM

Will any part of the event take place in the parking lot? No

If so, how many parking places will be taken? N/A

How many total parking places are available? N/A

Will there be fencing?      If yes, what type of fence? \_\_\_\_\_

Height of the fence? \_\_\_\_\_

How many exit gates? \_\_\_\_\_

Width of gates? \_\_\_\_\_

Will there be a tent?      If yes, please provide the size of the tent. \_\_\_\_\_

Regulatory and Communications  
City of Glendale  
5850 W. Glendale Avenue  
Glendale, AZ 85301  
623-930-2214  
623-930-2219  
623-930-2186 (fax)

City of Glendale

Special Event Liquor Questionnaire

Today's Date: MARCH 18, 13

Organization Name: 40<sup>TH</sup> ANNIV COMMITTEE FOR OUR LADY OF THE VALLEY CATHOLIC CHURCH

Organization Address: STRAPHAEL @ 5525 W. ACOMA RD 85306

Date(s) of Event: JULY 27, 2013

Event Location's Address: 5525 W. ACOMA RD 85306

Applicant's Name: JIM JOHNSON

1. What is the purpose of this event? (i.e. reason for fundraiser, holiday celebration)

40<sup>TH</sup> ANNIV. of PARISH

2. Will there be live entertainment provided at the event? (i.e. live band, disk jockey)

DISC JOCKEY 7:30 - 9:00

3. If there is entertainment, please provide entertainment hours and state if it will be outdoors.

DINNER @ 6:00/6:30 - 7:00/7:30; MUSIC - INSIDE

4. Have you acquired all necessary licenses and permits if needed? (i.e. sales tax, special event) If yes, please list.

N/A

5. Will there be a cover or entrance charge?

NO

6. Please estimate attendance and what is the target age group?

150 - 200 GUESTS AGE RANGE 30 - 80

7. Will food be offered for sale at the event and what kind? (i.e. hot dogs, dinner, packaged snacks)

PRE TICKETS SOLD / CHICKEN BREASTS ETC

8. Will amusements be available and what kind? (i.e. pony rides, carnival rides, games)

NONE

9. Please attach a map of the location identifying all of the above activities.

N/A

13-45

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 04-09-13

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: **Our Lady of the Valley Catholic Church (event at St. Raphael Catholic Church)**

Business Address: **5525 W. Acoma Rd.**

### Applicant/s Information

Name: **Johnson, Jim E.**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/9/2012	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*			
Other criminal			
Total calls for service	2	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 Our Lady of the Valley Catholic Church (100%). This Special Event License is to celebrate the 40<sup>th</sup> anniversary of Our Lady of the Valley Catholic Church.

Events are scheduled for 07-27-13 (Sat).

**Current License Holder:**

New License

**Location History:**

No significant Calls for Service history at this location.

**Special Concerns:**

None found

**Background investigation complete:**

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-9-13</u>
CID Lieutenant or Commander	<u>[Signature]</u>	<u>                    </u>
Deputy City Attorney	<u>[Signature]</u>	<u>                    </u>
Chief of Police or designee	<u>[Signature]</u>	<u>4-10-13</u>



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **LIQUOR LICENSE NO. 5-9847, GENO'S MARKET**  
Staff Contact: **Susan Matousek, Revenue Administrator**

## **Purpose and Recommended Action**

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Geno's Market located at 15414 North 67<sup>th</sup> Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076387) was submitted by Fayeze Touma Slivo.

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

## **Background Summary**

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 12,279. Geno's Market is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	4
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	5
12	Restaurant	4
	<b>Total</b>	<b>17</b>

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

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## **Attachments**

Staff Report

Map

Police Calls for Service Report



## STAFF REPORT

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Meeting Date: **5/14/2013**  
To: **Richard A. Bowers, Acting City Manager**  
From: **Susan Matousek, Revenue Administrator**  
Title: **LIQUOR LICENSE NO. 5-9847, GENO'S MARKET**

### **General Information**

Request: New, Non-Transferable

License: Series 10 (Liquor Store - Beer and Wine)

Location: 15414 North 67th Avenue

District: Sahuaro

Zoned: C-2 (General Commercial)

Applicant: Faye Touma Slivo

Owner: F&S Management, LLC

### **Background**

1. The population density is 12,279 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. Geno's Market is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

### **Citizen Participation to Date**

No protests were received during the 20-day posting period, March 22 through April 11, 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 this new, non-transferable series 10 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

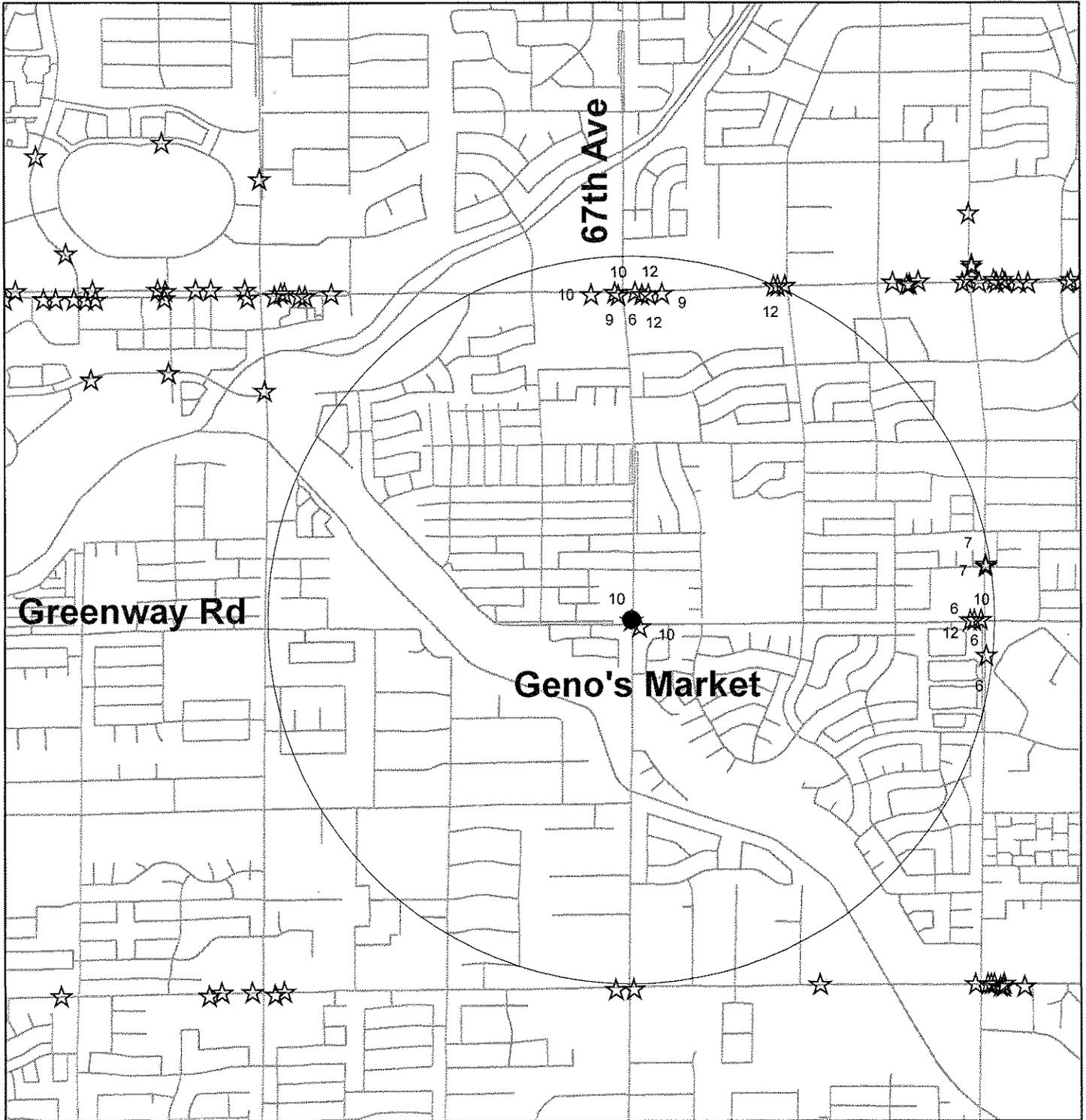
**COMMUNITY AND ECONOMIC DEVELOPMENT:** Approved the application with no comments.

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the application with no comments.

### **Staff Recommendation**

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



<b>BUSINESS NAME:</b> Geno's Market	
<b>LOCATION:</b> 15414 N. 67th Avenue	<b>ZONING:</b> C-2
<b>APPLICANT:</b> Fayez Touma Slivo	<b>APPLICATION NO:</b> 5-9847

13-40

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 03-27-13

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **Geno's Market**

Business Address: **15414 N. 67<sup>th</sup> Ave**

### Applicant/s Information

Name: **Slivo, Fayez Touma**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/27/2008	Other Suites	New ownership call history beginning: 3/19/2013
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	4		
911 calls			
Trespassing			
Accidents	1		
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	3		
<b>Total calls for service</b>	<b>9</b>	<b>N/A</b>	<b>0</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

Reenan Esa Kuza (Agent)  
J & R Assets Management LLC (Owner)

There are no known concerns with the current license holder.

### Location History:

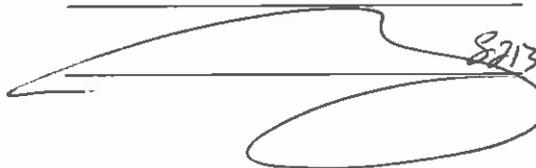
No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-27-13</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	 <u>8213</u>	<u>4/1/2013</u>



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **LIQUOR LICENSE NO. 5-9848, ROSE LANE MARKET**  
Staff Contact: **Susan Matousek, Revenue Administrator**

## **Purpose and Recommended Action**

This is a request for City Council to approve a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Rose Lane Market located at 6205 North 59<sup>th</sup> Avenue, Suites A & B. The Arizona Department of Liquor Licenses and Control application (No. 10076386) was submitted by Saleh Kazim Awawda.

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

## **Background Summary**

The location of the establishment is in the Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 20,071. Rose Lane Market is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
04	Wholesaler	1
06	Bar - All Liquor	6
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	6
10	Liquor Store - Beer and Wine	14
12	Restaurant	12
14	Private Club	2
	<b>Total</b>	<b>43</b>

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

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## **Attachments**

Staff Report

Map

Police Calls for Service Report



## STAFF REPORT

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Meeting Date: **5/14/2013**  
To: **Richard A. Bowers, Acting City Manager**  
From: **Susan Matousek, Revenue Administrator**  
Title: **LIQUOR LICENSE NO. 5-9848, ROSE LANE MARKET**

### **General Information**

Request: New, Non-Transferable  
License: Series 10 (Liquor Store - Beer and Wine)  
Location: 6205 North 59th Avenue, Suites A & B  
District: Ocotillo  
Zoned: C-2 (General Commercial)  
Applicant: Saleh Kazim Awawda  
Owner: Greenway Smoke, Inc.

### **Background**

1. The population density is 20,071 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. Rose Lane Market is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

### **Citizen Participation to Date**

No protests were received during the 20-day posting period, March 22 through April 11, 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 this new, non-transferable series 10 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

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

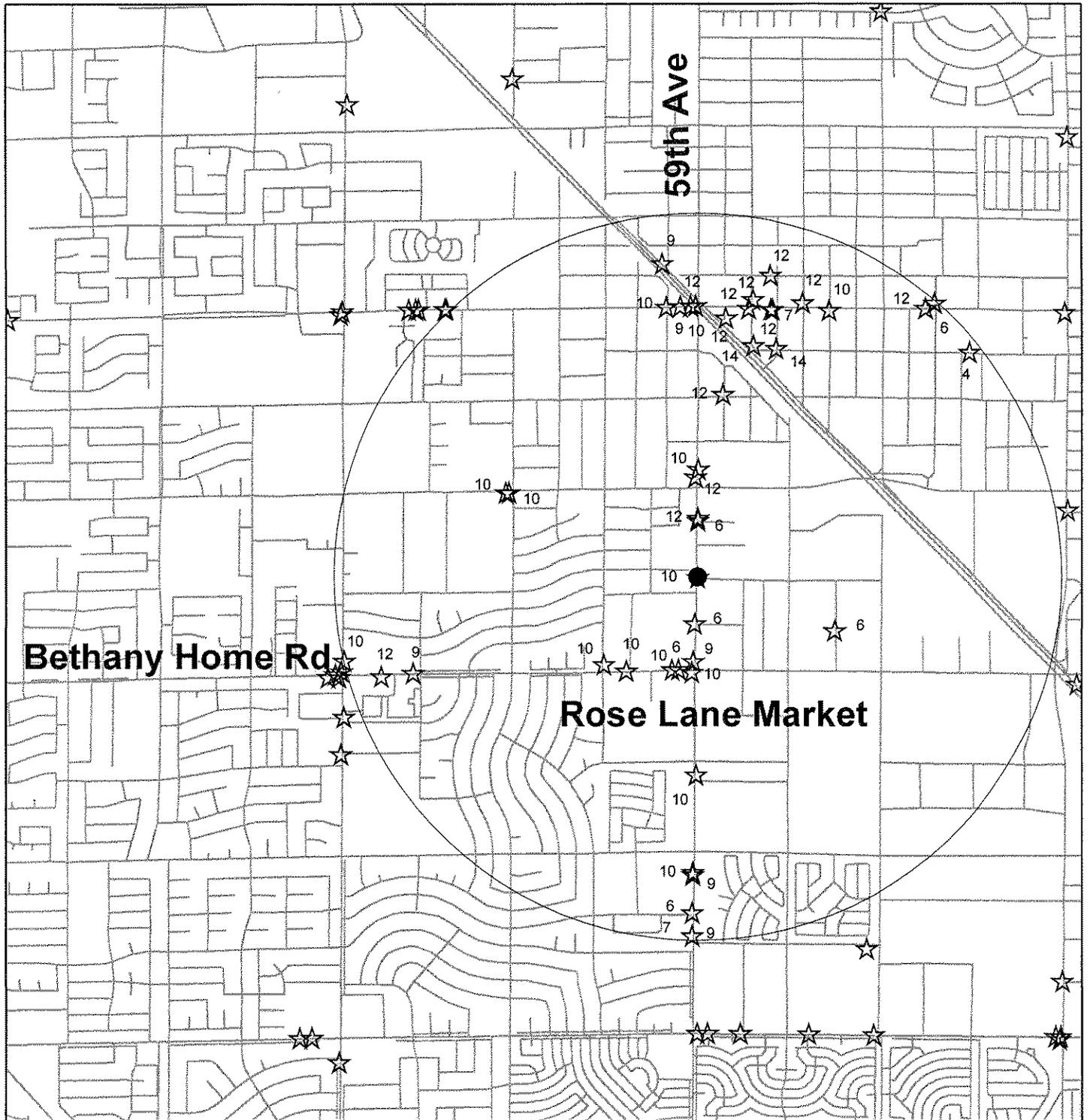
**COMMUNITY AND ECONOMIC DEVELOPMENT:** Approved the application with no comments.

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the application with no comments.

### **Staff Recommendation**

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



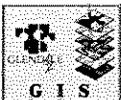
**BUSINESS NAME:** Rose Lane Market

**LOCATION:** 6205 N. 59th Avenue, Ste. A&B

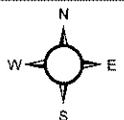
**ZONING:** C-2

**APPLICANT:** Saleh Kazim Awawda

**APPLICATION NO:** 5-9848



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



# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 03-27-13

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **Rose Lane Market**

Business Address: **6205 N. 59<sup>th</sup> Ave Ste A&B**

### Applicant/s Information

Name: **Awawda, Saleh Kazim**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/27/2008	Other Suites	New ownership call history beginning: 3/18/2013
Liquor Related			
Vice Related		1	
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	6	6	
911 calls	8	1	
Trespassing	1		
Accidents	1		
Fraud / Forgery			
Threats		1	
Criminal damage			
Other non-criminal*	6	5	
Other criminal	1	2	
<b>Total calls for service</b>	<b>23</b>	<b>16</b>	<b>0</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

Anthony Makhol (Agent)  
Demak LLC (Owner)

There are no known concerns with the current license holder.

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-27-13</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>4/11/2013</u>



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **LIQUOR LICENSE NO. 5-9984, PALERMO'S PIZZA**  
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 Palermo's Pizza located at 6756 West Camelback Road. The Arizona Department of Liquor Licenses and Control application (No. 12079462) was submitted by Roberta Meek Abdallah.

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 Yucca District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 25,690. Palermo's Pizza is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
07	Bar - Beer and Wine	2
10	Liquor Store - Beer and Wine	6
12	Restaurant	2
	<b>Total</b>	<b>10</b>

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

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## **Attachments**

Staff Report

Map

Police Calls for Service Report



## STAFF REPORT

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Meeting Date: **5/14/2013**  
To: **Richard A. Bowers, Acting City Manager**  
From: **Susan Matousek, Revenue Administrator**  
Title: **LIQUOR LICENSE NO. 5-9984, PALERMO'S PIZZA**

### **General Information**

Request: New, Non-Transferable

License: Series 12 (Restaurant)

Location: 6756 West Camelback Road

District: Yucca

Zoned: C-2 (General Commercial)

Applicant: Roberta Meek Abdallah

Owner: Arizona Outpatient Health and Wellness, LLC

### **Background**

1. The population density is 25,690 persons within a one-mile radius.
2. The 300 feet from any church or school rule does not apply to this series license.
3. Palermo's Pizza is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

### **Citizen Participation to Date**

No protests were received during the 20-day posting period, April 3 through April 23, 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 this new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

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

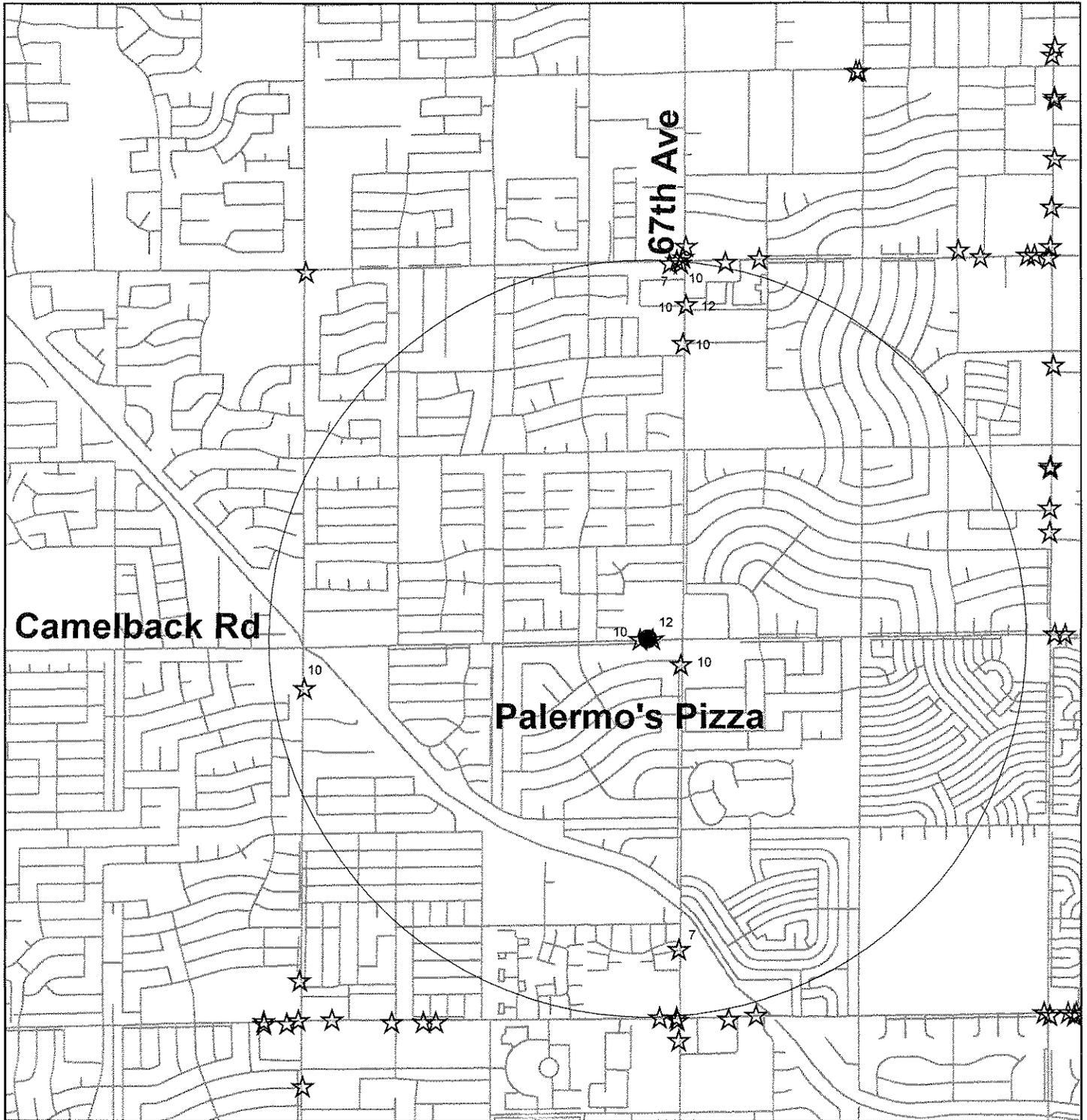
**COMMUNITY AND ECONOMIC DEVELOPMENT:** Approved the application with no comments.

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the application with no comments.

### **Staff Recommendation**

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



**BUSINESS NAME:** Palermo's Pizza

**LOCATION:** 6756 W. Camelback Road

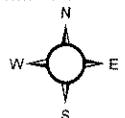
**ZONING:** C-2

**APPLICANT:** Roberta Meek Abdallah

**APPLICATION NO:** 5-9984



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



13-44

# GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04-09-13

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: **Palermo's Pizza**

Business Address: **6756 W. Camelback Rd**

### Applicant/s Information

Name: **Abdallah, Roberta Meek**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/9/2008	Other Suites	New ownership call history beginning: 3/29/2013
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery	1		
Threats			
Criminal damage	2		
Other non-criminal*	7		
Other criminal			
<b>Total calls for service</b>	<b>12</b>	<b>N/A</b>	<b>0</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

Uran Duraku (Agent)  
ILIR Inc. (Owner)

There are no known concerns with the current license holder.

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found.

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>4-9-13</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>4-10-13</u>



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **MEMORANDUM OF UNDERSTANDING WITH IMMIGRATION AND CUSTOMS ENFORCEMENT**  
Staff Contact: **Debora Black, Interim 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 Immigration and Customs Enforcement (ICE) for the purpose of reimbursement of costs incurred by the Glendale Police Department in providing resources to joint operations/task forces.

## **Background Summary**

The Glendale Police Department will assist ICE's Homeland Security Investigations division with investigations involving gangs, smuggling, arms traffic-export, human trafficking and narcotics-border nexus. The Police Department benefits through joint operations/task forces with ICE by gaining access to ICE agents' vast knowledge of major investigations, federal laws, and techniques that will assist Glendale detectives with investigations. Additionally, ICE has access to more manpower, equipment, and resources, if needed for a particular investigation. Overtime that Glendale Police Department detectives spend assisting ICE with investigations will be reimbursed up to \$15,000 per officer per year.

## **Attachments**

Staff Report

Resolution

Agreement



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Debora Black, Interim Police Chief**  
Item Title: **MEMORANDUM OF UNDERSTANDING WITH IMMIGRATION AND CUSTOMS ENFORCEMENT**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report contains information on the proposed memorandum of understanding (MOU) with Immigration and Customs Enforcement (ICE) for the purpose of reimbursement of costs incurred by the Glendale Police Department in providing resources to joint operations/task forces.

The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

## **BACKGROUND**

The Glendale Police Department has had a partnership with ICE's Homeland Security Investigations division for several years. In 2013, the Police Department partnered with ICE on a large investigation involving gangs, and successfully prosecuted a large number of criminals. This MOU will allow the Police Department to be reimbursed by ICE for overtime costs incurred when working with ICE, providing resources for joint operations/task forces.

The Glendale Police Department will assist ICE with investigations involving gangs, smuggling, arms traffic-export, human trafficking and narcotics-border nexus. The Police Department benefits through joint operations/task forces with ICE by gaining access to ICE agents' vast knowledge of major investigations, federal laws, and techniques that will assist Glendale detectives with investigations. Additionally, ICE has access to more manpower, equipment, and resources, if needed for a particular investigation.

Eighteen agencies in the State of Arizona have reimbursement agreements with ICE. If approved, this MOU will become effective on the date it is signed by both parties, and will remain in force unless terminated by either party.

## **ANALYSIS**

Overtime that Glendale Police Department detectives spend assisting ICE with investigations will be reimbursed up to \$15,000 per officer per year. There will be no impact to staff and service



## STAFF REPORT

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levels because assistance provided to ICE will be on an overtime basis, unless it is a Glendale-specific case. Although there are no deadlines and this item can be considered at a later meeting, the benefits of overtime reimbursement are tremendous, so the Police Department would like to move forward with this item as soon as possible.

I will be recommending that Council adopt a resolution authorizing the City Manager to enter into an MOU with ICE.

### **FISCAL IMPACTS**

There are no costs to the Glendale Police Department associated with this MOU.

RESOLUTION NO. 4669 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Memorandum of Understanding (MOU) Between Immigration and Customs Enforcement and Local, County, or State Law Enforcement Agency for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,  
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the CITY OF GLENDALE (NCIC CODE #AZ00713) and Immigration and Customs Enforcement (ICE), SAC PHOENIX for the purpose of the reimbursement of costs incurred by the CITY OF GLENDALE in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan (October through September), and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

**II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by ICE SAC PHOENIX, with the participation of the CITY OF GLENDALE, and until terminated, in writing, by either party.

## V. TERMS, CONDITIONS, AND PROCEDURES

### A. Assignment of Officer(s)

To the maximum extent possible, the CITY OF GLENDALE shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the CITY OF GLENDALE shall provide the ICE SAC PHOENIX with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. Attachment 2 "Key Officer List" is the form that should be used to provide the above information with your signed MOU. This form can also be used, as necessary, to update this information throughout the year. This form should be submitted with the overtime invoices whenever there are changes.

### B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

The CITY OF GLENDALE may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC PHOENIX, performed by its officer(s) assigned to this joint operation. Your officers shall be required to provide the ICE supervisor in Phoenix with their overtime hours, along with referencing case and/or seizure number and documentation of investigative activity, for certification prior to submitting their overtime to your office for invoice preparation. It is requested that you provide a separate breakdown, by officer, of the date(s) and number of hours they worked overtime along with the referencing case and/or seizure numbers, in addition to the overtime invoice. The CITY OF GLENDALE may request reimbursement of other investigative expenses, such as travel, training, and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC PHOENIX. Attachment 3 "Local, County and State Law Enforcement Agency Request for Reimbursement of Joint Operation Expenses" is the overtime invoice to be submitted at least bi-weekly to the ICE SAC Phoenix, to the attention of Kathy Rekittke.

The CITY OF GLENDALE **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

1. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the CITY OF GLENDALE must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. Attachment 4 "ACH Vendor/Miscellaneous Payment Enrollment Form" should be completed and sent back with your signed MOU.

2. If any changes occur in the law enforcement agency's bank account information, after the initial form is sent back to the SAC Phoenix, a new ACH Form must be filled out and sent to the CBP/NFC, as soon as possible, to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6026 Lakeside Blvd.  
Indianapolis, IN 46278

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the CITY OF GLENDALE must submit to ICE SAC PHOENIX the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice, attached)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets including the case and/or seizure numbers.
4. The CITY OF GLENDALE remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The CITY OF GLENDALE will submit all requests for the reimbursement of joint operations' expenses to ICE, SAC Phoenix, at the following address: 400 N. 5<sup>th</sup> Street, 11<sup>th</sup> Floor, Phoenix, AZ 85004, Attn. Kathy Rekittke, Ph. 602-514-7363.

## VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The CITY OF GLENDALE agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

**VII. ICE POINT OF CONTACT**

Questions about payment of invoices, about this MOU, or any other questions about the overtime program, should be addressed to Kathy Rekitke, of the SAC Phoenix office. She can be reached by telephone 602-514-7373 or by email Kathryn.M.Rekittke@ice.dhs.gov from 8:00 a.m. to 4:30 p.m., Monday through Friday.

**VIII. REVISIONS**

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

**IX. NO PRIVATE RIGHT CREATED**

This is an internal government agreement between the ICE SAC PHOENIX and the CITY OF GLENDALE, and is not intended to confer any right or benefit to any private person or party.

**Signatures:**



\_\_\_\_\_  
Matthew C. Allen  
Special Agent in Charge  
Immigration and Customs Enforcement

\_\_\_\_\_  
Debora Black  
Acting Chief of Police  
Glendale Police Department

Date: 1/14/13

Date: \_\_\_\_\_





**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

FEDERAL PROGRAM AGENCY <b>U.S. CUSTOMS AND BORDER PROTECTION</b>		
AGENCY IDENTIFIER: <b>7005</b>	AGENCY LOCATION CODE (ALC): <b>70-05-0800</b>	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS: <b>NATIONAL FINANCE CENTER, 6026 LAKESIDE BLVD.</b>		
<b>INDIANAPOLIS, IN 46278</b>		
CONTACT PERSON NAME: <b>FORFEITURE FUND TEAM/Attn: Eliot VanVelzen</b>		TELEPHONE NUMBER: <b>( 317 ) 614-4613</b>
ADDITIONAL INFORMATION:		

**PAYEE/COMPANY INFORMATION**

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: (       )

**FINANCIAL INSTITUTION INFORMATION**

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: (       )
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: (       )

## Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

## Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **ACCEPTANCE OF HIGH INTENSITY DRUG TRAFFICKING AREA  
GRANT FROM THE CITY OF TUCSON**  
Staff Contact: **Debora Black, Interim Police Chief**

## **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the City Manager to accept a High Intensity Drug Trafficking Area (HIDTA) grant from the City of Tucson to provide overtime funding to the Glendale Police Department in the approximate amount of \$19,200 for the Warrant Apprehension Network and Tactical Enforcement Detail (WANTED).

## **Background Summary**

The WANTED initiative is an extension of the United States Marshals Service (USMS) Violent Offender Task Force, which the Glendale Police Department joined in 2011. Federal grant funding through HIDTA, distributed by the City of Tucson, was recently reallocated to the Glendale Police Department for the WANTED initiative. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives. This grant covers overtime for the detective assigned to the Task Force and the entire Glendale Police Department's Fugitive Apprehension Unit when they work on USMS cases.

## **Previous Related Council Action**

On June 26, 2012, Council approved the acceptance of a HIDTA grant to support the WANTED Task Force.

## **Community Benefit/Public Involvement**

Participation in the WANTED initiative will allow the Glendale Police Department to more efficiently and effectively coordinate the investigation and apprehension of dangerous, wanted felons who reside and/or have committed violent crimes in Glendale. This grant agreement will not impact staffing or service levels, because it reimburses for officers assisting USMS on an overtime basis only.



# CITY COUNCIL REPORT

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## **Budget and Financial Impacts**

The grant award totals \$19,200. There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant is accepted.

## **Attachments**

Staff Report

Resolution

Agreement



# STAFF REPORT

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To: **Richard A. Bowers, Acting City Manager**  
From: **Debora Black, Interim Police Chief**  
Item Title: **ACCEPTANCE OF HIGH INTENSITY DRUG TRAFFICKING AREA  
GRANT FROM THE CITY OF TUCSON**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report contains information on the proposed High Intensity Drug Trafficking Area (HIDTA) grant from the City of Tucson to provide overtime funding to the Glendale Police Department in the approximate amount of \$19,200 for the Warrant Apprehension Network and Tactical Enforcement Detail (WANTED).

The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

## **BACKGROUND**

The WANTED initiative is an extension of the United States Marshals Service (USMS) Violent Offender Task Force, which the Glendale Police Department joined in 2011. Federal grant funding through HIDTA, distributed by the City of Tucson, was recently reallocated to the Glendale Police Department for the WANTED initiative.

One full-time detective is assigned to assist the USMS with the Violent Offender Task Force as part of joint law enforcement operations. The detective assigned investigates and arrests persons who have active state and federal warrants. The intent of the joint effort is to investigate and apprehend local, state, and federal fugitives. In addition to overtime for the detective assigned to the Task Force, this grant covers overtime for the entire Glendale Police Department's Fugitive Apprehension Unit when they work on USMS cases.

## **ANALYSIS**

Participation in the WANTED initiative will allow the Glendale Police Department to more efficiently and effectively coordinate the investigation and apprehension of dangerous, wanted felons who reside and/or have committed violent crimes in Glendale. This grant agreement will not impact staffing or service levels, because it reimburses for officers assisting USMS on an overtime basis only.



## STAFF REPORT

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I will be recommending that City Council adopt a resolution authorizing the City Manager to accept the HIDTA grant from the City of Tucson for overtime funding in the approximate amount of \$19,200.

### **FISCAL IMPACTS**

There is no match required for this grant funding.

RESOLUTION NO. 4670 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT FROM THE CITY OF TUCSON TO PROVIDE OVERTIME FUNDING IN THE APPROXIMATE AMOUNT OF \$19,200 FOR ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (AZ WANTED) BY 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 a High Intensity Drug Trafficking Area (HIDTA) Grant from the City of Tucson (Grant No. HT-13-2313) to provide overtime funding in the approximate amount of \$19,200 for the Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZ WANTED) by the Glendale Police Department.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

g\_tucson\_hidta



**CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT**

COT Grant Number *HT-13-2313*

This Grant Agreement is made this 1<sup>ST</sup> day of January 2013 by and between the CITY OF TUCSON hereinafter called "CITY" and the City of Glendale, through **Glendale Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2013 and terminate on December 31, 2014. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZ WANTED)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department  
HIDTA FIDUCIARY SECTION  
270 S. Stone  
Tucson, Arizona 85701  
Attn: HIDTA Financial Analyst

B. If to the GRANTEE:

**Glendale Police Department  
6835 N. 57<sup>th</sup> Drive  
Glendale, AZ 85301  
Attn: Acting Assistant Chief Rick St. John**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.
6. Consistent with Public Law 112-175, the Continuing Appropriations Resolution, 2013, this document provides a total budget and spending ceiling of 48% of the fiscal year 2012 funding level. Accordingly, the sum of all budgets cannot exceed \$2,070,589. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Personnel:	
Salaries	<b>\$0.00</b>
Fringe Benefits	<b>\$0.00</b>
Overtime	<b>\$19,200.00</b>
Travel	<b>\$0.00</b>
Facilities	<b>\$0.00</b>
Services	<b>\$0.00</b>
Operating Expenses:	
Supplies	<b>\$0.00</b>
Other	<b>\$0.00</b>
Equipment (listed below)	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$19,200.00</b>
See attached for budget detail.	

7. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
8. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

10. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

11. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
12. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
13. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

14. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

**Link:** *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

15. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
16. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

**Link:** *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

17. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

<b>Report Period Month of:</b>	<b>Due Date:</b>	<b>Report Period Month of:</b>	<b>Due Date:</b>
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

18. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
19. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).
20. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.  
**Link:** *Excluded Parties Listing System* <http://epls.arnet.gov>
21. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
22. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
23. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
24. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
25. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

26. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (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. If the GRANTEE is a State agency this paragraph does not apply.
27. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims" ) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
28. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
29. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

30. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
31. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
32. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
33. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
34. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
35. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
36. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
37. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

38. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
39. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
40. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
41. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the GRANTEE hereby warrants, and represents that it does not have, and its subcontractors do not have, and during the term hereof will not have, a scrutinized business operation, as defined in A.R.S. § 35-391 and § 35-393, in either Sudan or Iran.
42. Pursuant resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
43. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

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

**FOR GRANTEE:**

---

Acting Assistant Chief Date

---

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

---

Legal counsel for GRANTEE Date

---

Printed Name and Title

**Statutory or other legal authority to enter into Agreement:**

---

Appropriate A.R.S., ordinance, or charter reference

**FOR CITY OF TUCSON:**

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Roberto A. Villaseñor, Chief of Police Date  
City of Tucson Police Department

---

Lisa Judge, Principal Assistant City Attorney Date  
City of Tucson Police Department  
Approved as to form



CITY OF TUCSON  
GRANT AGREEMENT

**Insurance Requirements  
Exhibit "A"**

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**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)* The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

- b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be endorsed to include the following additional insured language: *"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON  
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)  
GRANT AGREEMENT

**Confidential Funds Certification  
Exhibit "B"**

**CONFIDENTIAL FUNDS CERTIFICATION**

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: HT-13-2313

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Official

**PROCEDURES**

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

**Deviations from these elements must receive prior approval of the ONDCP.**

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
  - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
  - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
  - a. The jurisdiction initiating the payment.
  - b. A description of the information/evidence received.
  - c. The amount of payment, both in numeral and word form.
  - d. The date on which the payment was made.
  - e. The signature of the informant payee.
  - f. The signature of the case agent or officer making payment.
  - g. The signature of at least one other officer witnessing the payment.
  - h. The signature of the first-line supervisor authorizing and certifying the payment.
  
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
  
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
  
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

## **INFORMANT FILES**

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
  - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
  - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
  - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
  - d. Agreement with cooperating individual.
  - e. Receipt for P/I.
  - f. Copies of all debriefing reports (except for the Headquarters case file).
  - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
  - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
  - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
  - j. Any deactivation report or declaration of any unsatisfactory informant.

## **INFORMANT MANAGEMENT AND UTILIZATION**

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

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2. An informant code book controlled by the supervisor or his/her designee containing:
    - a. Informant's code number.
    - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
    - c. Informant's true name.
    - d. Name of establishing law enforcement officer.
    - e. Date the establishment is approved.
    - f. Date of deactivation.
  3. Establish each informant file in accordance with Informant File Documentation (2).
  4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
  5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

### **PAYMENTS TO INFORMANTS**

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
  - a. The level of the targeted individual, organization or operation.
  - b. The amount of the actual or potential seizure.
  - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
  - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

### **ACCOUNTING AND CONTROL PROCEDURES**

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
  - a. The significance of the investigation.
  - b. The need for this expenditure to further the investigation.
  - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
  - a. The amount of funds involved.
  - b. The degree of security under which the funds are being held.
  - c. How long an extension is required.
  - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS**  
Staff Contact: **Debora Black, Interim Police Chief**

## **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the City Manager to accept Governor's Office of Highway Safety (GOHS) grants in the total approximate amount of \$606,203.

## **Background Summary**

The Police Department would like permission to accept abatement funds, leftover 2013 grant funding, and 2014 grant funding in the total approximate amount of \$606,203. The consolidation of these grants from GOHS will allow the Police Department to begin spending the money as soon as the grants are awarded.

The Police Department has already been awarded and would like permission to accept abatement funds and leftover 2013 grant funding. Abatement funds in the amount of \$40,303 have already been awarded from the Oversight Council on Driving or Operating Under the Influence Abatement. This funding will be used for overtime and equipment. Leftover 2013 GOHS grant funding in the amount of \$160,200 has also been awarded and will be used for equipment and overtime.

The Police Department has also applied for and would like permission to accept upon receipt additional abatement funds and 2014 grant funding. The Police Department has applied for additional abatement funds in the amount of \$50,000 from the Oversight Council on Driving or Operating Under the Influence Abatement. If awarded, it will be used for equipment and overtime. The Police Department has also applied for 2014 GOHS grant funds in the amount of \$355,700. If awarded, it will be used for overtime and enforcement.

## **Previous Related Council Action**

Council has approved the acceptance of grant funding from GOHS since 1995.

## **Community Benefit/Public Involvement**

The grant funding will allow the Police Department to increase the number of hours officers dedicate specifically to DUI enforcement and education, which promotes awareness and seeks to



# CITY COUNCIL REPORT

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reduce impaired driving. The grants will also support the Police Department by providing overtime funding for personnel to promote vehicle occupant safety through enforcement and education.

## **Budget and Financial Impacts**

The grant awards total \$606,203. There are no financial matches required for these grants. A specific account will be established in Fund 1840, the city's grant fund, once the grants are accepted.

## **Attachments**

Staff Report

Resolution

Agreement

Agreement

Agreement

Agreement



# STAFF REPORT

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To: **Richard A. Bowers, Acting City Manager**  
From: **Debora Black, Interim Police Chief**  
Item Title: **ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANTS**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report contains information on acceptance of Governor's Office of Highway Safety (GOHS) grant funding. The Police Department would like permission to accept abatement funds, leftover 2013 grant funding, and 2014 grant funding in the total approximate amount of \$606,203. The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and approval.

## **BACKGROUND**

The City of Glendale has been receiving GOHS grant funds for Driving Under the Influence (DUI) task forces, seat belt enforcement, equipment, and training since 1995. The grant funding allows the Police Department to increase the number of hours officers dedicate specifically to DUI enforcement and education, which promotes awareness and seeks to reduce impaired driving. The funding will also support the Police Department by providing funding for equipment for the DUI motor squad.

## **ANALYSIS**

The Police Department would like permission to accept abatement funds, leftover 2013 grant funding, and 2014 grant funding in the total approximate amount of \$602,203. The consolidation of these grants from GOHS will allow the Police Department to begin spending the money as soon as the grants are awarded.

The Police Department has been awarded \$40,303 from the Oversight Council on Driving or Operating Under the Influence Abatement through GOHS. This funding will be used for overtime and equipment to enhance the DUI program and education throughout the city.

The Police Department has also been awarded additional 2013 grant funding from GOHS in the approximate amount of \$160,200. If acceptance of the funding is approved by Council, \$75,700 will be used for DUI enforcement and traffic safety equipment, which includes a DUI van wrap/graphic, 20 portable breath testers, one live scan machine, and automatic



## STAFF REPORT

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levelers/stabilizers for the DUI van; \$44,500 will be used to purchase 10 portable computers and printers for DUI citations; and \$40,000 will be used for overtime funding for DUI enforcement

The Police Department has applied for and would like permission to accept an additional \$50,000 in abatement funds from the Oversight Council on Driving or Operating Under the Influence Abatement. If awarded, this funding will also be used for overtime and equipment to enhance the DUI program and education throughout the city.

The Police Department has also applied for and would like permission to accept 2014 grant funding from the GOHS in the approximate amount of \$355,700. If awarded, \$168,200 will be used for DUI enforcement and traffic safety equipment; \$45,000 will be used for aggressive driving enforcement; \$42,500 will be used for occupant protection enforcement; and \$100,000 will be used for DUI enforcement and education.

The grant period for the Abatement funds begins April 1, 2013 and ends December 31, 2013. The grant period for the additional 2013 funds will end September 30, 2013. The grant funding for the 2014 funds will be from October 1, 2013 to September 30, 2014. The consolidation of these grants from GOHS will allow the Police Department to begin spending the money as soon as the grants are awarded. Staffing levels will not be affected by these grants because the DUI and speed enforcement opportunities are available on an overtime basis only.

I will be recommending that Council adopt a resolution authorizing the City Manager to accept grand funding from GOHS and enter into all necessary agreements.

### **FISCAL IMPACTS**

There are no financial match requirements for these grants.

RESOLUTION NO. 4671 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTANCE, IF AWARDED, OF GRANT APPLICATIONS FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City Council of the City of Glendale hereby authorizes the submission of the following grant applications from the Governor's Office of Highway Safety, and the Oversight Council on Driving or Operating Under the Influence Abatement on behalf of the Glendale Police Department:

Grantor: Oversight Council on Driving or Operating  
Under the Influence Abatement  
Grant No.: DUIAC-00100  
Project Title: DUI Enforcement  
Purpose: Personnel Services & Employee Expenses  
Approximate Amount: \$50,000

Grantor: Governor's Office of Highway Safety  
Grant No.: HS-FY2014-00175  
Project Title: DUI Enforcement and Traffic Safety Equipment  
Purpose: Capital Outlay  
Approximate Amount: \$168,200

Grantor: Governor's Office of Highway Safety  
Grant No.: HS-FY2014-00041  
Project Title: DUI Enforcement and Education  
Purpose: Personnel Services & Employee Expenses  
Approximate Amount: \$100,000

Grantor: Governor's Office of Highway Safety  
Grant No.: HS-FY2014-00209  
Project Title: Aggressive Driving Enforcement  
Purpose: Personnel Services; Employee Expenses; &  
Materials & Supplies  
Approximate Amount: \$45,000

Grantor: Governor's Office of Highway Safety  
Grant No.: HS-FY2014-00174  
Project Title: Occupant Protection Enforcement  
Purpose: Personnel Services; Employee Expenses; &  
Materials & Supplies  
Approximate Amount: \$42,500

SECTION 2. That the City Council of the City of Glendale hereby accepts the following grants on behalf of the Glendale Police Department:

Grantor: Oversight Council on Driving or Operating  
Under the Influence Abatement  
Grant No.: DUIAC-00043  
Project Title: Know Your Limit  
Purpose: Personnel Services, Employee Expenses &  
Supplies  
Approximate Amount: \$40,303

Grantor: Governor's Office of Highway Safety  
Contract No.: 2013-164-073  
Project Title: DUI Alcohol Overtime Enforcement and  
Employee Related Expenses  
Purpose: Overtime and expenses  
Approximate Amount: \$40,000

Grantor: Governor's Office of Highway Safety Contract  
Contract No.: 2013-164-074  
Project Title: DUI Enforcement  
Purpose: Professional and Outside Services & Equipment  
Approximate Amount: \$75,700

Grantor: Governor's Office of Highway Safety  
Contract No.: 2013-164-075 (410-HF)  
Project Title: DUI Enforcement  
Purpose: Computers & Printers  
Approximate Amount: \$44,500

SECTION 3. That the City Manager, or his designee, is hereby authorized and directed to execute any and all documents necessary for the submission and acceptance of said grants, if awarded, on behalf of the City of Glendale.

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

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M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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Acting City Attorney

REVIEWED BY:

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Acting City Manager

g\_pd\_gohs combined



# DUI ABATEMENT GRANT PROGRAM GRANT AGREEMENT



JANICE K. BREWER  
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

**APPLICANT AGENCY**

Glendale Police Department

**ADDRESS**

6835 North 57th Drive, Glendale, AZ 85301

**GOVERNMENTAL UNIT**

City of Glendale

**ADDRESS**

5850 West Glendale Avenue, Glendale, AZ 85301

**AGREEMENT NUMBER**

DUIAC-I-007

**PROGRAM AREA**

Innovative

**AGENCY CONTACT**

Richard Stringer

**PROJECT TITLE**

Know Your Limit

**BRIEFLY STATE PURPOSE OF PROJECT:**

DUI Abatement (I) funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: PBT Straws (1,000), Business Cards (2,000) to enhance DUI Innovative Program and Education throughout the City of Glendale.

**BUDGET**

**COST CATEGORY**

**Project Period  
SFY 2013**

<b>I.</b>	<b>Personnel Services</b>	\$30,189.00
<b>II.</b>	<b>Employee Related Expenses</b>	\$9,811.00
<b>III.</b>	<b>Professional and Outside Services</b>	\$0.00
<b>IV.</b>	<b>Travel In-State</b>	\$0.00
<b>V.</b>	<b>Travel Out-of-State</b>	\$0.00
<b>VI.</b>	<b>Materials and Supplies</b>	\$303.00
<b>VII.</b>	<b>Capital Outlay</b>	\$0.00
	<b>TOTAL ESTIMATED COSTS</b>	<b>\$40,303.00</b>

**PROJECT PERIOD**

**FROM:** Effective Date (*Date of DUIAC  
Chairman Signature*)

**TO:** 12-31-2013

**CURRENT GRANT PERIOD**

**FROM:** 04-01-2013

**TO:** 12-31-2013

**TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS PROJECT PERIOD: \$40,303.00**

**A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.**

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Glendale, Arizona's fourth largest city is the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams, as well as the Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers and Chicago White Sox. The City of Glendale has approximately 70 square miles of roadway that consists of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders our north and west portion of the city and the entertainment districts.

**Agency Problem:**

The Glendale Police Department implemented a full-time DUI enforcement squad in March, 2004. They have since increased the squad from the initial 3 officers to a full squad of 7 with a dedicated sergeant to oversee the operations. They have increased their DUI arrests by over 100% in the seven years since. With the addition of a mobile DUI processing van in 2006 to aid in faster processing of impaired drivers, the officers are back out for enforcement in a timely manner. In addition to DUI detection and enforcement, the squad is also tasked with youth alcohol enforcement and education, DRE evaluations, phlebotomy callouts, and liquor inspections. With the expansion of the unit, they have increased our areas of involvement. The squad participates as a member of the Arizona/West Valley DUI task force as well. The city continues to grow in size as does the population. This has a direct impact on their efforts.

This innovative program allows you to approach the problem of impaired driving from a different angle. By having contact with potentially impaired drivers prior to their actual driving, you will deter the potentially life-threatening behavior before it happens. The program affords you the opportunity to have consensual contact with potentially impaired drivers, allowing them to voluntarily submit to a portable breath test, and provide them with the results indicating their level of impairment. In addition, they are provided with the potential fines and subsequent jail time should they choose to operate a vehicle in their current state and be stopped by law enforcement.

Even with the strict DUI enforcement conducted by the Glendale Police Department's DUI Motor Squad, you are not able to contact every impaired driver on the roadway. Your goal with the "Know Your Limit" program is to reduce the number of impaired drivers on the roadways of Glendale by 50% on the nights you conduct "Know Your Limit" Education. Ultimately, it is hoped that with each educational contact, you are able to change a behavior pattern in potentially impaired drivers forever.

**Agency Attempts to Solve Problem:**

The Glendale Police Department has been an active member of the West Valley DUI Task Force, a branch of the Arizona DUI Task Force, since the DUI Squad's inception in 2004. Glendale has been considered the "hub" of the west valley due to the size of the city and the number of officers focused on DUI enforcement. There are ten agencies involved in the West Valley DUI task force which include Glendale, Peoria, Goodyear, Surprise, Tolleson, El Mirage, Avondale, AZDPS, Phoenix, and Buckeye. The Traffic/DUI squad supervisors meet once per year to map out the events for the year. Each agency will choose dates throughout the year and agree to host a Task Force event (saturation patrol), and officers and supervisors from the other west valley agencies meet in the host agency's jurisdiction to assist. This, in turn, becomes a collaborative effort amongst all of the west valley police agencies as well as the Governor's Office of Highway Safety. Statistics from each event are reported to GOHS. A database is available online to any and all of the involved agencies to report statistics, and also to refer to for individual city statistics.

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**Agency Funding:**

DUI Abatement (I) funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: PBT Straws (1,000), Business Cards (2,000) to enhance DUI Innovative Program and Education throughout the City of Glendale.

**How Agency Will Solve Problem With Funding:**

This grant focuses on the proactive educational approach to the problem of impaired driving by providing potentially impaired drivers with a better understanding of the effects of alcoholic beverages on their body. The "Know Your Limit" Program is designed to educate citizens through voluntary contact with trained law enforcement personnel. The Glendale Police Department's DUI Motor squad will deploy into the Westgate and Bell road entertainment districts armed with portable breath test devices (PBT) and information on the consequences of a DUI conviction, based on breath alcohol content (BAC).

Through consensual contact with potentially impaired drivers, citizens will learn their breath alcohol content and its relationship to impaired driving laws within the state. This provides citizens with the ability to make an informed decision as to whether or not they should operate a motor vehicle or arrange for other forms of transportation. The "Know Your Limit" Program will also be highlighted in public information campaigns to raise awareness specific to Arizona's goals and objectives in reducing impaired driving fatalities and collisions. These activities may include print, radio, television, on-line electronic and other possible innovative projects.

**TRAFFIC DATA SUMMARY**

DESCRIPTION	LAST YEAR (2011)	TWO YEARS AGO (2010)	THREE YEARS AGO (2009)
ALCOHOL-RELATED FATALITIES	4	6	6
ALCOHOL-RELATED INJURIES	104	135	140
<b>TOTAL DUI ARRESTS</b>	<b>250</b>	<b>386</b>	<b>331</b>
<b>TOTAL MISDEMEANOR DUI ARRESTS</b>	<b>229</b>	<b>355</b>	<b>300</b>
<b>TOTAL AGGRAVATED DUI ARRESTS</b>	<b>21</b>	<b>31</b>	<b>31</b>
<b>TOTAL EXTREME DUI .15 ARRESTS</b>	<b>145</b>	<b>273</b>	<b>243</b>
<b>TOTAL DUI-DRUG ARRESTS</b>	<b>21</b>	<b>23</b>	<b>17</b>
<b>DUI PRIOR</b>	<b>25</b>	<b>27</b>	<b>28</b>
<b>TOTAL DRE EVALUATIONS</b>	<b>18</b>	<b>35</b>	<b>37</b>
<b>SOBER DESIGNATED DRIVERS CONTACTED</b>	<b>50</b>	<b>52</b>	<b>25</b>
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4	8	4	6
UNDERAGE DUI ARRESTS	13	40	21
UNDERAGE DUI-DRUG ARRESTS	1	5	1

**GOALS/OBJECTIVES:**

DUI Abatement (I) funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials/Supplies: PBT Straws (1,000), Business Cards (2,000) to enhance DUI Innovative Program and Education throughout the City of Glendale. The following goals and objectives shall be accomplished as a result of this funding:

**ALCOHOL/DUI-Innovative Program**

- On nights in which the "Know Your Limit" Program is deployed, it is expect to see a 50% decrease in the number of impaired drivers leaving the entertainment districts of Glendale.

**METHOD OF PROCEDURE:**

The Glendale Police Department will implement the following strategies to meet the outlined goals and objectives:

**ALCOHOL/DUI-Innovative Program**

- The Glendale Police Department's DUI Motor squad will conduct twelve to sixteen (12-16) "Know Your Limit" Program nights during days/nights of peak activity through December 31, 2013.

And, in addition, it is the responsibility of the Glendale Police Department to report all holiday task force or individual agency sustained enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

**PLEASE NOTE: Failure to report statistics on time and correctly may result in reimbursements being delayed until completed.**

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the DUI Abatement Council for review and written approval.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Quarterly Report**

The Quarterly Report (QR) purpose is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- Description of projects/activities conducted to achieve goals and objectives supported by the funding.
- Progress towards the completion of the project meeting the goals and objectives of the funded project. Examples additionally include public information, educational activities, electronic and printed media activities (include newspaper clippings)
- Report of status of procurement process as well as the current and federal fiscal year-to-date program expenditures (equipment materials/supplies etc.)
- Specific problem areas encountered and solutions identified (if applicable)
- Quarterly Enforcement Form
- Original signatures on all Quarterly Reports and RCI's
  - Signatures must include Project Director unless prior authorization for another is on file with GOHS.

**Report Schedule**

Reporting Period	Due Date
<b>Quarterly Report</b> (July 1 to September 30)	October 30
<b>Quarterly Report</b> (October 1 to December 31)	January 30
<b>Quarterly Report</b> (January 1 to March 31)	April 30
<b>Quarterly Report</b> (April 1 to June 30)	July 31
<b>Final Statement of Accomplishment</b>	Within 30 days after Agreement end date

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. The report is a summary overview of the agreement project and is reviewed by the GOHS project coordinator to determine the following:

- How effective was the funded project in reducing or eliminating the identified traffic safety problem?
- Were the goals and objectives outlined in the agreement achieved?
- What positive accomplishments or obstacles/deficiencies did the grantee face in pursuit of their respective goals and objectives?
- Evaluate the overall worth of the project.
- Will the project be continued in the future (Describe in detail) regardless of assistance from DUI Abatement Council?

**Note:** Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Brian France, Lt., Glendale PD, shall serve as Project Director.**

**Richard Stringer, DUI Motors Sergeant, Glendale PD, shall serve as Project Administrator.**

**Phil Corbell, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each state fiscal year (June 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The Governor's Office of Highway Safety will provide the RCI template and instructions with this agreement. Failure to meet this requirement may be cause to terminate the project.

**PROJECT MONITORING:**

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

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Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

**Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the agreement grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

<b>Monitoring Schedule</b>	
<b>Total Awarded Amount</b>	<b>Type of Monitoring</b>
Under \$50,000.00	Desk Review/Phone Conference.
\$50,000.01-\$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written

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	correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

**Documentation**

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The Project Period shall commence on the date the DUI Abatement Council Chairman signs the DUI Abatement Grant Agreement and terminate on December 31 of that or subsequent year as indicated on the DUI Abatement Council Grant Agreement.

**DURATION:**

Agreements shall be effective on the date the DUI Abatement Council Chairman signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

Handwritten and verbal requests to alter the Agreement in any manner will not be accepted.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

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**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$30,189.00
II.	Employee Related Expenses	\$9,811.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$303.00
	Alco-Sensor FST (#343) PBT Straws (1000 x .22) + Shipping 15.59 = \$236	
	Business Cards (2000 x .03) + Tax \$7.00) = \$67	
VII.	Capital Outlay	\$0.00

**TOTAL ESTIMATED COSTS**

**\*\$40,303.00**

\*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **\$40,303.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the agency named in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.
- D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is

being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.
- D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

**VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. Arizona Procurement Code (ARS, §41-2501, et. seq.)**

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

**XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

**XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

**XIV. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

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**XV. Appropriation of Funds by the Arizona Legislature**

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

**XVI. Continuation of DUI Abatement Program**

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XVII. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XVIII. Sudan and Iran**

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**XIX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XX. Cancellation Statute**

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. *Agency Official authorized by Project Director to certify and sign Reports of Costs Incurred (RCIs):*

Name: Deborah Black

Title: Interim Police Chief

Telephone Number: 623-930-3059 Fax Number: \_\_\_\_\_

E-mail Address: Dblack@glendaleaz.com

2. *Agency's Fiscal Contact:*

Name: Kristy Baker

Title: Management Assistant

Telephone Number: 623-930-3212 Fax Number: \_\_\_\_\_

E-mail Address: KBaker@glendaleaz.com

Federal Identification Number: 816-6000247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department  
(Agency)

10835 N. 57th Dr.  
(Address)

Glendale, AZ 85301  
(City, State, Zip Code)

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.
- B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

*Signature of Project Director:*

*Signature of Authorized Official of Governmental Unit:*

Debora Black, Interim Chief  
Glendale Police Department

Richard A. Bowers, Interim City Manager  
City of Glendale

Debora Black

\_\_\_\_\_

May 6, 2013      623-930-3285  
Date                                      Telephone

\_\_\_\_\_                                      \_\_\_\_\_  
Date                                      Telephone



HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.608

<b>1. APPLICANT AGENCY</b> Glendale Police Department (GPD)	<b>GOHS CONTRACT NUMBER</b> 2013-164-073
<b>ADDRESS</b> 6835 N. 57 <sup>th</sup> Drive, Glendale, Arizona 85301	<b>PROGRAM AREA</b> 164-AL <b>TASK</b> 1
<b>2. GOVERNMENTAL UNIT</b> City of Glendale	<b>AGENCY CONTACT</b> Lieutenant Brian France
<b>ADDRESS</b> 5850 W. Glendale, Arizona 85301	<b>3. PROJECT TITLE</b>
<b>4. GUIDELINES</b> 164 - Alcohol (AL)	DUI Alcohol Overtime Enforcement and Employee Related Expenses
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 164 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale. 100% of 164 will be used for this contract.	

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FY 2013</b>
<b>I. Personnel Services</b>	<b>\$30,189.00</b>
<b>II. Employee Related Expenses</b>	<b>\$9,811.00</b>
<b>III. Professional and Outside Services</b>	\$0.00
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$0.00
<b>VII. Capital Outlay</b>	\$0.00
<b>TOTAL ESTIMATED COSTS</b>	<b>\$40,000.00</b>

**PROJECT PERIOD** FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2013

**CURRENT GRANT PERIOD** FROM: 10-01-2012 TO: 09-30-2013

**TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$40,000.00**

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

The Glendale Police Department comprises approximately 400 sworn officers and 140 civilians serving a population of over 228,000 residents whose median age is 32.2 years. State Highway 101 (The "Loop" or Agua Fria Freeway) enters the City of Glendale at West Camelback Road near 99th Avenue and exits 10 miles later at North 51st Avenue. U.S. Highway 60 (Grand Avenue) enters the city of Glendale at its southeast corner, at the intersection of North 43rd Avenue and West Camelback Road, and proceeds northwest for approximately 5.5 miles to the border of a our neighbor city on the northwest, Peoria, Arizona. There are over 800 miles of paved roadway in Glendale, which currently encompasses 58.15 square miles. The City of Phoenix borders Glendale at West Camelback Road in the south, and along North 43 and 51 Avenues on the east. South of West Northern Avenue, Glendale extends west past Luke Air Force Base and shares irregular boundaries with unincorporated areas of Maricopa County. In the north, Glendale's neighbor to the west is Peoria, with borders along 67, 79 and 83 Avenues, traveling progressively north.

The City of Glendale is the fourth largest city is the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams, as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox. The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders our north and west portion of the city and the entertainment districts.

**Agency Problem:**

The Glendale Police Department (GPD) has relied upon Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement. The Glendale Police Department seeks to continue with its proud participation; however, fiscal constraints continue to challenge the Glendale Police Department's ability to fund the overtime enforcement necessary to address the current DUI issue fully.

**Agency Attempts to Solve Problem:**

The Glendale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue, including DUI enforcement throughout the City of Glendale.

**Agency Funding:**

Federal 164 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale. 100% of 164 will be used for this contract.

**How Agency Will Solve Problem With Funding:**

Should the Glendale Police Department receive the funding, the agency will continue DUI overtime enforcement throughout the City of Glendale.

**GOALS/OBJECTIVES:**

Federal 164 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Enforcement throughout the City of Glendale. 100% of 164 will be used for this contract.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.**

**METHOD OF PROCEDURE:**

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

**Personnel Services – To support Overtime for DUI/Alcohol Activities**

**Employee Related Expenses – To support Employee Related Expenses for Agency Overtime**

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**METHOD OF PROCUREMENT:**

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Glendale Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Quarterly Report**

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

Reporting Period	Due Date
Quarterly Report (January 1 to March 31) 2013	April 15, 2013
Quarterly Report (April 1 to June 30) 2013	July 15, 2013
Quarterly Report (July 1 to September 30) 2013	October 30, 2013
Final Statement of Accomplishment	October 30, 2013

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Debora Black, Interim Chief, Glendale Police Department, shall serve as Project Director.**

**Brian France, Lieutenant, Glendale Police Department, shall serve as Project Administrator.**

**Michelle S. Harrington, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at [www.azgohs.gov](http://www.azgohs.gov). Failure to meet the reporting requirements may be cause to terminate the project.**

**PROJECT MONITORING:**

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30<sup>th</sup> of that or subsequent year as indicated on the Highway Safety Contract.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the federal fiscal year of the contract.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	<b>Personnel Services (overtime)</b>	<b>\$30,189.00</b>
II.	<b>Employee Related Expenses</b>	<b>\$9,811.00</b>
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

**TOTAL ESTIMATED COSTS** **\*\$40,000.00**

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **\$40,000.00**.

**How the DUI Enforcement Funding is allocated:**

<b>Program Source</b>	<b>Contribution % Amount</b>	<b>Total Amount Approved</b>
<b>GOHS 164</b>	<b>100%</b>	<b>\$40,000.00</b>
<b>GOHS 410</b>	<b>0%</b>	<b>\$0.00</b>
<b>TOTAL AMOUNT FUNDED</b>	<b>100%</b>	<b>\$40,000.00</b>

**DAILY ENFORCEMENT REPORT  
(For Agency Use Only)**

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XXI herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

**VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

## **XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Sudan and Iran**

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**XXI. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XXII. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

**REIMBURSEMENT INSTRUCTIONS**

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: Debra Black

Title: Interim Chief

Telephone Number: 623 930 3285 Fax Number: \_\_\_\_\_

E-mail Address: dblack@glendaleaz.com

2. **Agency's Fiscal Contact:**

Name: Kristy Baker

Title: Management Assistant

Telephone Number: 623 930 3212 Fax Number: \_\_\_\_\_

E-mail Address: kbaker@glendaleaz.com

Federal Identification Number: 86-6000247

3. **REIMBURSEMENT INFORMATION:**

**Warrant/Check to be made payable to:**

City of Glendale

**Warrant/Check to be mailed to:**

Glendale Police Department

(Agency)

10835 N. 57th Ave

(Address)

Glendale, AZ 85301

(City, State, Zip Code)

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE****Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

Debora Black, Interim Chief  
Glendale Police Department

Debora Black

May 6, 2013 623-930-3285  
Date Telephone

*Signature of Authorized Official of  
Governmental Unit:*

Richard A. Bowers, Interim City Manager  
City of Glendale

\_\_\_\_\_

\_\_\_\_\_  
Date Telephone



HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.608

<b>1. APPLICANT AGENCY</b> Glendale Police Department (GPD)	<b>GOHS CONTRACT NUMBER</b> 2013-164-074
<b>ADDRESS</b> 6835 N. 57 <sup>th</sup> Drive, Glendale, Arizona 85301	<b>PROGRAM AREA 164-AL</b> <b>TASK 2</b>
<b>2. GOVERNMENTAL UNIT</b> City of Glendale	<b>AGENCY CONTACT</b> Lieutenant Brian France
<b>ADDRESS</b> 5850 W. Glendale, Arizona 85301	<b>3. PROJECT TITLE</b> DUI Enforcement Professional and Outside Services and Equipment – Total of One (1) DUI Van Wrap/Graphics, Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van
<b>4. GUIDELINES</b> 164 – Alcohol (AL)	

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 164 funds will support Professional and Outside Services: One (1) DUI Van Wrap/Graphics, and the purchase of Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van. The DUI enforcement equipment will enhance DUI enforcement throughout the City of Glendale. 100% of 164 will be used for this contract.

<b>6. BUDGET COST CATEGORY</b>	<b>Project Period FY 2013</b>
<b>I. Personnel Services</b>	\$0.00
<b>II. Employee Related Expenses</b>	\$0.00
<b>III. Professional and Outside Services</b>	<b>\$4,500.00</b>
<b>IV. Travel In-State</b>	\$0.00
<b>V. Travel Out-of-State</b>	\$0.00
<b>VI. Materials and Supplies</b>	\$0.00
<b>VII. Capital Outlay</b>	<b>\$71,200.00</b>
<b>TOTAL ESTIMATED COSTS</b>	<b>\$75,700.00</b>

**PROJECT PERIOD** FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2013

**CURRENT GRANT PERIOD** FROM: 10-01-2012 TO: 09-30-2013

**TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$75,700.00**

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

The Glendale Police Department comprises approximately 400 sworn officers and 140 civilians serving a population of over 228,000 residents whose median age is 32.2 years. State Highway 101 (The "Loop" or Agua Fria Freeway) enters the City of Glendale at West Camelback Road near 99th Avenue and exits 10 miles later at North 51st Avenue. U.S. Highway 60 (Grand Avenue) enters the city of Glendale at its southeast corner, at the intersection of North 43rd Avenue and West Camelback Road, and proceeds northwest for approximately 5.5 miles to the border of our neighbor city on the northwest, Peoria, Arizona. There are over 800 miles of paved roadway in Glendale, which currently encompasses 58.15 square miles. The City of Phoenix borders Glendale at West Camelback Road in the south, and along North 43 and 51 Avenues on the east. South of West Northern Avenue, Glendale extends west past Luke Air Force Base and shares irregular boundaries with unincorporated areas of Maricopa County. In the north, Glendale's neighbor to the west is Peoria, with borders along 67, 79 and 83 Avenues, traveling progressively north.

The City of Glendale is the fourth largest city is the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams, as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox. The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders our north and west portion of the city and the entertainment districts.

**Agency Problem:**

The Glendale Police Department (GPD) has relied upon Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement. The Glendale Police Department seeks to continue with its proud participation; however, fiscal constraints continue to challenge the Glendale Police Department's ability to fund the professional and outside services: One (1) DUI Van Wrap/Graphics, and the purchase of Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van; which are necessary to address the current DUI issues fully.

**Agency Attempts to Solve Problem:**

The Glendale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue. The agency continued to seek additional funding for the dedicated DUI enforcement vehicle as well as the vehicle phlebotomy but was unable to secure an additional funding source.

**Agency Funding:**

Federal 164 funds will support Professional and Outside Services: One (1) DUI Van Wrap/Graphics, and the purchase of Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van. The DUI enforcement equipment will enhance DUI enforcement throughout the City of Glendale. 100% of 164 will be used for this contract.

**How Agency Will Solve Problem With Funding:**

Should the Glendale Police Department receive the funding, the agency will purchase the professional and outside services: One (1) DUI Van Wrap/Graphics, Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van. The agency will also support DUI enforcement throughout the City of Glendale.

**GOALS/OBJECTIVES:**

Federal 164 funds will support Professional and Outside Services: One (1) DUI Van Wrap/Graphics, and the purchase of Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van. The DUI enforcement equipment will enhance DUI enforcement throughout the City of Glendale. 100% of 164 will be used for this contract.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.**

**METHOD OF PROCEDURE:**

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

**Professional and Outside Services**

**One (1) DUI Van Wrap/Graphics \$4,500.00**

**Capital Outlay**

**Twenty (20) Portable Breath Testers (PBTs) \$38,000**

**One (1) Livescan Machine \$25,000**

**Automatic Leveler/Stabilizers for the Glendale DUI Van \$8,200**

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**EQUIPMENT:****Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked DUI enforcement vehicles and marked DUI enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Glendale Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Glendale Police Department further agrees to dispose of this equipment using the Glendale Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Glendale Police Department can refer to that of the state. The Glendale Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Glendale Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Glendale Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The Glendale Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [Twenty (20) Portable Breath Testers (PBTs), One (1) Livescan Machine, and Automatic Leveler/Stabilizers for the Glendale DUI Van].

**Decals:**

The Governor's Office of Highway Safety shall provide the Glendale Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

**Equipment Purchase:**

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

**Original Purpose of Equipment:**

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the Glendale Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

**SPECIFIC REQUIREMENTS:****BREATH TESTING DEVICES-****Requirements for Portable Breath Test Devices (PBTs):**

The Glendale Police Department will be responsible for providing all personnel the appropriate training for using the Portable Breath Test Devices (PBTs) purchased under this contract.

PBTs will be calibrated per the specifications outlined by the respective manufacturer. Written documentation will be maintained by the agency and will be available upon request for review by GOHS.

**Requirements for Intoxilyzers (Evidentiary Breath Testing Instruments):**

The successful vendor must certify that the devices purchased are on the NHTSA Conforming Products List and must meet, or exceed, NHTSA model specifications. In addition, the devices must be certified and approved by the Arizona Department of Public Safety per Arizona Administrative Code R9-14-403.

The Glendale Police Department will be responsible for providing all personnel the appropriate training for using the Intoxilyzers purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Glendale Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

Intoxilyzers will be operated, calibrated under the standard quality assurance procedures per the appropriate outlined procedures listed in the Arizona Administrative Code.

**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**

**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**EQUIPMENT-**

**Requirements for Equipment:**

The Glendale Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Glendale Police Department shall complete the attached Capital Outlay Equipment form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

**METHOD OF PROCUREMENT:**

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Glendale Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Quarterly Report**

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>Quarterly Report (January 1 to March 31) 2013</b>	<b>April 15, 2013</b>
<b>Quarterly Report (April 1 to June 30) 2013</b>	<b>July 15, 2013</b>
<b>Quarterly Report (July 1 to September 30) 2013</b>	<b>October 30, 2013</b>
<b>Final Statement of Accomplishment</b>	<b>October 30, 2013</b>

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Debora Black, Interim Chief, Glendale Police Department, shall serve as Project Director.**

**Brian France, Lieutenant, Glendale Police Department, shall serve as Project Administrator.**

**Michelle S. Harrington, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at [www.azgohs.gov](http://www.azgohs.gov). Failure to meet the reporting requirements may be cause to terminate the project.**

**PROJECT MONITORING:**

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30<sup>th</sup> of that or subsequent year as indicated on the Highway Safety Contract.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the federal fiscal year of the contract.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	<b>Professional and Outside Services</b> <b>One (1) DUI Van Wrap/Graphics \$4,500.00</b>	<b>\$4,500.00</b>
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	<b>Capital Outlay (See itemized chart below)</b> <b>Twenty (20) Portable Breath Testers (PBTs) \$38,000</b> <b>One (1) Livescan Machine \$25,000</b> <b>Automatic Leveler/Stabilizers for the Glendale DUI Van \$8,200</b>	<b>\$71,200.00</b>
<b>TOTAL ESTIMATED COSTS</b>		<b>*\$75,700.00</b>

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **\$75,700.00**.

**How the DUI Enforcement Funding is allocated:**

<b>Program Source</b>	<b>Contribution % Amount</b>	<b>Total Amount Approved</b>
<b>GOHS 164</b>	<b>100%</b>	<b>\$75,700.00</b>
<b>GOHS 410</b>	<b>0%</b>	<b>\$0.00</b>
<b>TOTAL AMOUNT FUNDED</b>	<b>100%</b>	<b>\$75,700.00</b>

**DAILY ENFORCEMENT REPORT  
(For Agency Use Only)**

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

Arizona Governor's Office of Highway Safety  
Capital Outlay (Equipment) Record  
Required \$5,000.00+

Contract Number: 2013-164-074  
Reporting Agency: Glendale Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
Twenty (20) Portable Breath Testers (PBTs)					
One (1) Livescan Machine					
Automatic Leveler/Stabilizers for the Glendale DUI Van					

**Note: Photographs of all Capital Outlay (Equipment) \$5,000+ must be submitted with form**

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XXI herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

**VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

## **XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Sudan and Iran**

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**XXI. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XXII. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Reports of Costs Incurred:

Name: Debara Black  
Title: Interim Chief  
Telephone Number: 623 930 3285 Fax Number: \_\_\_\_\_  
E-mail Address: Dblack@glendaleaz.com

2. Agency's Fiscal Contact:

Name: Kristy Baker  
Title: Management Asst  
Telephone Number: 623 930 3212 Fax Number: \_\_\_\_\_  
E-mail Address: Kbaker@glendaleaz.com  
Federal Identification Number: 810-6000247

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department  
(Agency)

6835 N. 57th Pr.  
(Address)

Glendale, AZ 85301  
(City, State, Zip Code)

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE****Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

*Signature of Authorized Official of Governmental Unit:*

Debora Black, Interim Chief  
Glendale Police Department

Richard A. Bowers, Interim City Manager  
City of Glendale



\_\_\_\_\_

May 6, 2013 623-930-3285  
Date Telephone

\_\_\_\_\_  
Date Telephone

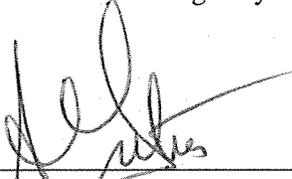
**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §164 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS § 28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area **164-AL, Task 2**, as approved for by the National Highway Traffic Safety Administration.

- |    |                                      |                          |
|----|--------------------------------------|--------------------------|
| 2. | <b>A. EFFECTIVE DATE:</b>            | <b>B. FEDERAL FUNDS:</b> |
|    | <i>Authorization to Proceed Date</i> | <u>\$75,700.00</u>       |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**  
by State Official responsible to Governor for the  
administration of the State Highway Safety Agency

  
\_\_\_\_\_  
Alberto Gutier, Director  
Governor's Office of Highway Safety  
Governor's Highway Safety Representative

3-27-13  
\_\_\_\_\_  
Approval Date

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.608

<b>1. APPLICANT AGENCY</b> Glendale Police Department (GPD)		<b>GOHS CONTRACT NUMBER</b> 2013-164-075 (410-HF)
<b>ADDRESS</b> 6835 N. 57 <sup>th</sup> Drive, Glendale, Arizona 85301		<b>PROGRAM AREA 164-AL (410-HF)</b> <b>TASK 2</b>
<b>2. GOVERNMENTAL UNIT</b> City of Glendale		<b>AGENCY CONTACT</b> Lieutenant Brian France
<b>ADDRESS</b> 5850 W. Glendale, Arizona 85301		<b>3. PROJECT TITLE</b>  DUI Enforcement – Total of Ten (10) Portable Computers for DUI Citations, and Ten (10) Citation Printers.
<b>4. GUIDELINES</b> 164 – Alcohol (AL) 410 – HF		
<b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b> Federal 164 funds will support the purchase of Ten (10) Portable Computers for DUI Citations, and Ten (10) Citation Printers will be allocated to the Glendale Police Department. The total estimated cost will be \$44,500.00. <i>The Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles in DUI Squad.</i> The Portable DUI Citation Computers and Printers will enhance DUI Enforcement throughout the City of Glendale. The total amount of funding for this contract will include 410 HVE or HF to support High Visibility or High Fatality Enforcement activities and other alcohol enforcement activities.		
<b>6. BUDGET COST CATEGORY</b>		<b>Project Period FY 2013</b>
<b>I. Personnel Services</b>		\$0.00
<b>II. Employee Related Expenses</b>		\$0.00
<b>III. Professional and Outside Services</b>		\$0.00
<b>IV. Travel In-State</b>		\$0.00
<b>V. Travel Out-of-State</b>		\$0.00
<b>VI. Materials and Supplies</b>		\$0.00
<b>VII. Capital Outlay</b>		\$44,500.00
<b>TOTAL ESTIMATED COSTS</b>		<b>\$44,500.00</b>
<b>PROJECT PERIOD</b>	<b>FROM:</b> Effective Date ( <i>Date of GOHS Director Signature</i> )	<b>TO:</b> 09-30-2013
<b>CURRENT GRANT PERIOD</b>	<b>FROM:</b> 10-01-2012	<b>TO:</b> 09-30-2013
<b>TOTAL FEDERAL FUNDS OBLIGATED THIS FY: \$44,500.00</b>		

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

The Glendale Police Department comprises approximately 400 sworn officers and 140 civilians serving a population of over 228,000 residents whose median age is 32.2 years. State Highway 101 (The "Loop" or Agua Fria Freeway) enters the City of Glendale at West Camelback Road near 99th Avenue and exits 10 miles later at North 51st Avenue. U.S. Highway 60 (Grand Avenue) enters the city of Glendale at its southeast corner, at the intersection of North 43rd Avenue and West Camelback Road, and proceeds northwest for approximately 5.5 miles to the border of a our neighbor city on the northwest, Peoria, Arizona. There are over 800 miles of paved roadway in Glendale, which currently encompasses 58.15 square miles. The City of Phoenix borders Glendale at West Camelback Road in the south, and along North 43 and 51 Avenues on the east. South of West Northern Avenue, Glendale extends west past Luke Air Force Base and shares irregular boundaries with unincorporated areas of Maricopa County. In the north, Glendale's neighbor to the west is Peoria, with borders along 67, 79 and 83 Avenues, traveling progressively north.

The City of Glendale is the fourth largest city is the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams, as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox. The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders our north and west portion of the city and the entertainment districts.

**Agency Problem:**

The Glendale Police Department (GPD) has relied upon Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement. The Glendale Police Department seeks to continue with its proud participation; however, fiscal constraints continue to challenge the Glendale Police Department's ability to fund Ten (10) Portable Computers for DUI Citations, and Ten (10) Citation Printers necessary to address the current DUI issues fully.

**Agency Attempts to Solve Problem:**

The Glendale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue. The agency continued to seek additional funding for the dedicated DUI enforcement but was unable to secure an additional funding source.

**Agency Funding:**

Federal 164 funds will support the purchase of Ten (10) Portable Computers for DUI Citations, and Ten (10) Citation Printers will be allocated to the Glendale Police Department. The total estimated cost will be \$44,500.00. *The Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles in DUI Squad.* The Portable DUI Citation Computers and Printers will enhance DUI Enforcement throughout the City of Glendale. The total amount of funding for this contract will include 410 HVE or HF to support High Visibility or High Fatality Enforcement activities and other alcohol enforcement activities.

**How Agency Will Solve Problem With Funding:**

Should the Glendale Police Department receive the funding, the agency will purchase the Ten (10) Portable Computers for DUI Citations, Ten (10) Citation Printers, and *Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles in DUI Squad.* The agency will use the Ten (10) Portable Computers and Ten (10) Citation Printers to support DUI enforcement throughout the City of Glendale.

**GOALS/OBJECTIVES:**

Federal 164 funds will support the purchase of Ten (10) Portable Computers for DUI Citations, and Ten (10) Citation Printers will be allocated to the Glendale Police Department. The total estimated cost will be \$44,500.00. *The Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles in DUI Squad.* The Portable DUI Citation Computers and Printers will enhance DUI Enforcement throughout the City of Glendale. The total amount of funding for this contract will include 410 HVE or HF to support High Visibility or High Fatality Enforcement activities and other alcohol enforcement activities.

Expenditures of funding pertaining to Alcohol Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Program Goals provided by the Arizona Governor's Office of Highway Safety. The program goal is to reduce the incidence of alcohol-impaired driving, fatalities, and injuries through enforcement, education and public awareness throughout Arizona. Law Enforcement personnel participating in Alcohol Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for reporting sustained enforcement activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or RCIs on time and correctly may delay reimbursement for expenditures to your agency.**

**METHOD OF PROCEDURE:**

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

**Capital Outlay**

**Ten (10) Portable Computers for DUI Citations \$40,000**

**Ten (10) Citation Printers \$4,500**

*Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles in DUI Squad*

**PRESS RELEASE:**

Agencies are required to develop and distribute a press release announcing this grant award (a copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media). This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatality motor vehicle collisions.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported.** Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**EQUIPMENT:**

**Ten (10) Portable Computers for DUI Citations, Ten (10) Citation Printers, and Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles in DUI Squad**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked DUI enforcement vehicles and marked DUI enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Glendale Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Glendale Police Department further agrees to dispose of this equipment using the Glendale Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Glendale Police Department can refer to that of the state. The Glendale Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Glendale Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Glendale Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

**Administrative and Maintenance Costs:**

The Glendale Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [Ten (10) Portable Computers for DUI Citations, Ten (10) Citation Printers, and Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles].

**Decals:**

The Governor's Office of Highway Safety shall provide the Glendale Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

**Equipment Purchase:**

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If this requirement cannot be met, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period. Failure to comply may result in cancellation of the contract.

**Original Purpose of Equipment:**

Pursuant to 23 CFR § 1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the NHTSA Regional Administrator, and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The NHTSA Regional Administrator may reserve the right to transfer title to equipment acquired under this the Section 164 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR § 18.32.c.1 states that Equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

**Insurance:**

It is agreed that the Glendale Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

**SPECIFIC REQUIREMENTS:****COMPUTER AND PRINTER EQUIPMENT-****Requirements for DUI Citation Computer and Printer System:**

The Glendale Police Department will be responsible for providing all personnel the appropriate training for using the DUI Citation Computer and Printer System purchased under this contract for use only on DUI enforcement details.

The Glendale Police Department will maintain written documentation (copy of the training certificates) which will be available upon request for review by GOHS.

The Glendale Police Department will maintain a written policy covering training and usage regarding DUI Citation Computer and Printer System which will be available upon request for review by GOHS.

**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

**EQUIPMENT-****Requirements for Equipment:**

The Glendale Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Glendale Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

**METHOD OF PROCUREMENT:**

Procurement procedures shall be in accordance with the Project Director's Manual. Additionally, the Glendale Police Department shall follow State Procurement Code.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure that the objectives have been met.

**Quarterly Report**

The Quarterly Report (QR) purpose is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCI's**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

<b>Reporting Period</b>	<b>Due Date</b>
<b>Quarterly Report (January 1 to March 31) 2013</b>	<b>April 15, 2013</b>
<b>Quarterly Report (April 1 to June 30) 2013</b>	<b>July 15, 2013</b>
<b>Quarterly Report (July 1 to September 30) 2013</b>	<b>October 30, 2013</b>
<b>Final Statement of Accomplishment</b>	<b>October 30, 2013</b>

The Quarterly Report **shall be completed on the available on-line form and submitted by mail** to the Governor's Office of Highway Safety. **Note:** The "Quarterly Summary Enforcement Report must be included with each Quarterly Report and Final Statement of Accomplishment.

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Debora Black, Interim Chief, Glendale Police Department, shall serve as Project Director.**

**Brian France, Lieutenant, Glendale Police Department, shall serve as Project Administrator.**

**Michelle S. Harrington, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation required report. Agencies may submit additional RCI's forms for expenditures when funds have been expended for which reimbursement is being requested.

RCI's shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCI's will not be accepted.** Final RCI's will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30<sup>th</sup>). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

**The RCI template and instructions are available on the Governor's Office of Highway Safety website at [www.azgohs.gov](http://www.azgohs.gov). Failure to meet the reporting requirements may be cause to terminate the project.**

**PROJECT MONITORING:**

Traffic safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30<sup>th</sup> of that or subsequent year as indicated on the Highway Safety Contract.

**DURATION:**

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the federal fiscal year of the contract.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	<b>Capital Outlay (See itemized chart below)</b>	<b>\$44,500.00</b>
	<b>Ten (10) Portable Computers for DUI Citations \$40,000</b>	
	<b>Ten (10) Citation Printers \$4,500</b>	

*Glendale Police Department will provide Ten (10) R-Box Trunks for the Glendale Police Department Motorcycles in DUI Squad*

**TOTAL ESTIMATED COSTS** **\*\$44,500.00**

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **\$44,500.00**.

**How the DUI Enforcement Funding is allocated:**

Program Source	Contribution % Amount	Total Amount Approved
GOHS 164	75%	\$33,375.00
GOHS 410-HF	25%	\$11,125.00
<b>TOTAL AMOUNT FUNDED</b>	<b>100%</b>	<b>\$44,500.00</b>

**DAILY ENFORCEMENT REPORT  
(For Agency Use Only)**

Month Day Year

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
ALCOHOL-RELATED FATALITIES		
ALCOHOL-RELATED INJURIES		
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
TOTAL ALCOHOL RELATED AGENCY CITATIONS		

Arizona Governor's Office of Highway Safety  
Capital Outlay (Equipment) Record  
Required \$5,000.00+

Contract Number: 2013-164-075

Reporting Agency: Glendale Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
Ten (10) Portable Computers for DUI Citations					
Ten (10) Citation Printers \$4,500					

**Note: Photographs of all Capital Outlay (Equipment) \$5,000+ must be submitted with form**

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XXI herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

### IV. Travel

#### In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

### V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

**VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. "Common Rule" and OMB Circular No. A-102 (Revised)**

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

## **XI. Equal Opportunity**

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
  2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

## **XII. Executive Order 2009-09**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

**XIII. Application of Hatch Act**

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

**XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

**XX. Sudan and Iran**

Pursuant to ARS § 35-391.06 and 35.393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

**XXI. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

**XXII. Cancellation Statute**

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

**REIMBURSEMENT INSTRUCTIONS**

1. **Agency Official preparing the Reports of Costs Incurred:**

Name: Debora Black  
Title: Interim Police Chief  
Telephone Number: 623-930-3285 Fax Number: \_\_\_\_\_  
E-mail Address: DBlack@glendaleaz.com

2. **Agency's Fiscal Contact:**

Name: Kristy Baker  
Title: Mgt. Assistant  
Telephone Number: 623-930-3212 Fax Number: \_\_\_\_\_  
E-mail Address: KBaker@glendaleaz.com  
Federal Identification Number: 86-1000247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department  
(Agency)

10835 N. 51<sup>th</sup> Dr.  
(Address)

Glendale, Az 85301  
(City, State, Zip Code)

**AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE****Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

**Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

**Lobbying Restrictions**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 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 contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Signature of Project Director:*

*Signature of Authorized Official of  
Governmental Unit:*

Debora Black, Interim Chief  
Glendale Police Department

Richard A. Bowers, Interim City Manager  
City of Glendale



\_\_\_\_\_

May 6, 2013 623-930-3285  
Date Telephone

\_\_\_\_\_  
Date Telephone





# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR AN ENVIRONMENTAL ASSESSMENT FOR AIRPORT LAND ACQUISITION**  
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

## **Purpose and Recommended Action**

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an agreement with the Arizona Department of Transportation (ADOT) Aeronautics Division accepting a grant for \$6,906 for an environmental assessment for land acquisition at Glendale Municipal Airport.

## **Background Summary**

In 2001, the Federal Aviation Administration (FAA) and the City of Glendale approved the extension of Runway 19 at the Glendale Municipal Airport, which extended the Airport's Runway Protection Zone (RPZ) onto property located directly north of the airport.

The city recently acquired 38.5 acres of the land for the RPZ. An environmental assessment was required by the FAA prior to the land acquisition, and the city selected Coffman Associates to conduct the environmental assessment of the RPZ property. The final draft was completed in January 2013, and is awaiting approval by the FAA.

Airport staff applied for an FAA grant to assist in funding the environmental assessment. On March 27, 2012, Council approved the acceptance of the grant. The grant received from the FAA totaled \$140,688, and requires a local match of \$13,812. Half of the match will come from the Arizona Department of Transportation (ADOT) Aeronautics Group and the other half from the city.

This request is to accept the grant agreement for \$6,906 in matching funds from ADOT.

## **Previous Related Council Action**

On March 27, 2012, Council approved acceptance of an FAA grant for the environmental assessment for the RPZ land acquisition.

On April 24, 2012, Council authorized payment of a deposit to acquire real property for Glendale Municipal Airport's RPZ.



# CITY COUNCIL REPORT

## Community Benefit/Public Involvement

The Glendale Municipal Airport plays a vital role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The environmental assessment for the Runway Protection Zone land acquisition will provide for the enhanced safety of our customers and the public.

## Budget and Financial Impacts

Cost	Fund-Department-Account
\$6,906	2210-65078-550800, Airport Matching Funds

The total cost for the environmental assessment was \$154,500. Of that total, \$140,688 is being funded through an FAA grant, and \$6,906 (half of the local match) will be paid through this ADOT grant. The remaining local match amount of \$6,906 will be covered by the city. All funding is being paid from the Airport Matching Funds Account in the FY 2012-13 capital improvement plan.

Capital Expense? Yes  No

Budgeted? Yes  No

Requesting Budget or Appropriation Transfer? Yes  No

If yes, where will the transfer be taken from?

## Attachments

Staff Report

Resolution

Agreement



# STAFF REPORT

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To: **Richard A. Bowers, Acting City Manager**  
From: **Cathy Colbath, Interim Executive Director, Transportation Services**  
Item Title: **GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF  
TRANSPORTATION FOR AN ENVIRONMENTAL ASSESSMENT FOR  
AIRPORT LAND ACQUISITION**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report provides information to support a request for City Council to adopt a resolution authorizing the City Manager to enter into an agreement with the Arizona Department of Transportation (ADOT) Aeronautics Division accepting a grant for \$6,906 for an Environmental Assessment for land acquisition at Glendale Municipal Airport.

## **BACKGROUND**

In 2001, the Federal Aviation Administration (FAA) and the City of Glendale approved the extension of Runway 19 at the Glendale Municipal Airport, which extended the Airport's Runway Protection Zone (RPZ) onto property owned by Conair Corporation, located directly north of the airport.

The RPZ is a trapezoidal-shaped area defined by the FAA as a clear zone beyond the end of the runway that is designed to preclude obstructions, and is required to enhance the safety and protection of people and property on the ground. When practical, the FAA encourages airport owners to acquire all property within their RPZs. The 2009 Airport Master Plan and Airport Layout Plan call for the RPZ land acquisition north of Glendale Avenue.

In December 2011, Council authorized the acquisition of property owned by Conair Corporation. On April 24, 2012, Council authorized a cash deposit in a mutually agreed-upon condemnation action to acquire 38.5 acres from Conair Corporation, and the city is now in possession of the property required for completion of the RPZ.

An environmental assessment was required by the FAA prior to the airport land acquisition. In 2011, the city selected Coffman Associates to conduct the environmental assessment of the RPZ property. The final draft was completed in January 2013, and is awaiting approval by the FAA.



# STAFF REPORT

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## **ANALYSIS**

Airport staff applied for an FAA grant to assist in funding the environmental assessment. On March 27, 2012, Council approved the acceptance of the grant. The grant received from the FAA totaled \$140,688, and requires a local match of \$13,812. Half of the match will come from the Arizona Department of Transportation (ADOT) Aeronautics Group and the other half from the city.

This request is for Council to adopt a resolution authorizing the City Manager to enter into an agreement accepting the grant for \$6,906 in matching funds from ADOT.

## **FISCAL IMPACTS**

The total cost for the environmental assessment was \$154,500. Of that total, \$140,688 is being funded through an FAA grant, and \$6,906 (half of the local match) will be paid through this ADOT grant. The remaining local match amount of \$6,906 will be covered by the city. All funding is being paid from the Airport Matching Funds Account (2210-65078-550800) in the FY 2012-13 capital improvement plan.

RESOLUTION NO. 4672 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR AIRPORT IMPROVEMENTS OF THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City Council of the City of Glendale has the legal power and authority to undertake and carry out the intended purpose of the Grant; and

WHEREAS, the City Council of the City of Glendale has the legal power and authority to accept, receive and disburse grant funds associated with the Grant.

NOW, THEREFORE, 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 from the Arizona Department of Transportation, through its Multimodal Planning Division, Airport Development Reimbursable Grant Number E3F3G, to conduct an environmental assessment for improvements of the Glendale Municipal Airport, in an amount not to exceed \$6,906.

SECTION 2. That the City of Glendale's funding participation obligation for said Grant is a minimum of 4.47% as determined by the State Arizona Department of Transportation, and that the City of Glendale has an amount of \$6,906 to cover its obligation of the Grant.

SECTION 3. That the City Manager, or his designee, is hereby authorized and directed to execute any and all necessary grant documents on behalf of the Glendale Municipal Airport to the Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group to effectuate said Grant.

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

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M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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Acting City Attorney

REVIEWED BY:

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Acting City Manager

g\_airport\_adot\_env\_assess

**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Glendale, a political subdivision of the State of Arizona, (the "Sponsor") for a grant of State funds for the purpose of aiding in financing a Project to *Conduct Environmental Assessment* (the "Project"), for the improvement of the Glendale Municipal Airport (the "Airport").

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on December 21, 2012, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor's Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **January 30, 2013**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be four and forty-seven hundredths percent (4.47%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **six thousand nine hundred six dollars (\$6,906)**.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **June 30, 2017**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after January 1, 2011, shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

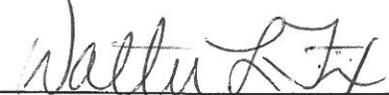
**Part II**

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure Six thousand nine hundred six dollars (\$6,906), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

City of Glendale AZ Airport CIP Funds  
(Enter local funding type and location)

- 3) The Sponsor hereby designates Walter L. Fix, Airport Administrator  
Name Title  
to receive payments representing the State's share of project costs.

  
Signature of Sponsor's Representative

Airport Administrator  
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866000247 02**

Sponsor Vendor Address: **City of Glendale**  
**5850 W. Glendale Avenue**  
**Glendale, Arizona 85301**

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

City of Glendale  
Glendale Municipal Airport

By: \_\_\_\_\_

Title: Joseph S. Omer, Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) Public Hearings: In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

**Grant Number E3F3G**  
City of Glendale  
Glendale Municipal Airport

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

**Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
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## EXHIBIT B

### General Provisions

#### Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

#### Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
  - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

**Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made, in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

**Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Environmental Document**

**Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Environmental Document" (as applicable), including consulting services.
- 2) "Sponsor Administration" directly associated with this Project (not to exceed 5% of consulting service costs).
- 3) "Sponsor Force Account" contribution (if applicable).
- 4) "Other" with prior approval of the State.

**Environmental Agreements**

- 1) The Sponsor shall include in all published material in connection with the Environmental Document a notice that the material was prepared under a grant provided by the Arizona Department of Transportation. The terms, conditions and assurances shall remain in effect until grant closure. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use any of the material prepared in connection with this grant.
- 2) The Sponsor shall make Environmental Document material available for examination by the public and agrees that no material prepared with funds under this Project shall be subject to copyright. Approval of this Project grant or approval of the environmental document materials developed as a part of this grant does not constitute or imply assurance or commitment on the part of the State to approve pending or future application for a State grant or funding.
- 3) The Sponsor shall complete all environmental documents in accordance with FAA Order 5050.4B (National Environmental Policy Act Instructions for Airport Projects) & FAA Order 1050.1E (Policies and Procedures for Considering Environmental Impacts) or revisions, applicable federal and state regulations, orders, policies, and requirements. The Sponsor may not accomplish the final acceptance of the plan until the State has reviewed and commented on the work performed. The comments provided by the State shall not be construed as approval of the environmental document.
- 4) At the completion of the Project, the Sponsor agrees to provide an electronic copy, in a format usable by the State of final environmental documents, and/or other published materials produced as a result of this environmental Project. Final reimbursement will not be made until the State receives all required documentation.

**Project Schedules for Environmental Document**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One  
Project Description and Funding Allocation**

**Detailed Project Description:**

***Conduct Environmental Assessment***

(FAA AIP # 3-04-0064-023-2012)

<b>Project Cost Category</b>	<b>Total Estimated Project Cost</b>	<b>Estimated Local Share</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share*</b>
Environmental Document	\$ 145,860	\$ 6,520	\$ 132,820	\$ 6,520
Sponsor Administration**	\$ 8,640	\$ 386	\$ 7,868	\$ 386
Sponsor Force Account Work***	\$ 0	\$ 0	\$ 0	\$ 0
Other	\$ 0	\$ 0	\$ 0	\$ 0
<b>Total Project Costs</b>	<b>\$ 154,500</b>	<b>\$ 6,906</b>	<b>\$ 140,688</b>	<b>\$ 6,906</b>

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the Environmental Document costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**Schedule Two**  
**Environmental Document Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds: \$ 6,906**

**Projected Reimbursement Requests / State Cash Flow**

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2013	\$	\$	\$	\$	\$ 6,215	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2013	\$ 100	\$	\$ 100	\$	\$ 100	\$ 391
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$

**Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.**

**Schedule Three**  
**Environmental Document Milestones**

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Environmental Document Phase is subject to the type and complexity of the Project, however, most environmental documents can be accomplished within five hundred forty (540) days to seven hundred twenty (720) days.
- 3) State review periods should be thirty (30) days.

<b><u>Environmental Document Milestone Schedule</u></b>			
<b>Milestones</b>	<b>Duration # of Days</b>	<b>Start Date</b>	<b>Completion Date</b>
		Proposed	Proposed
<b>Consultant Selection Phase</b>	N/A	mm/dd/year	mm/dd/year
Submit Scope for State Review/Approval*		COMPLETE	COMPLETE
Submit Contract for State Review/Approval		COMPLETE	COMPLETE
Award Consultant Contract		COMPLETE	COMPLETE
<b>Environmental Phase</b>	970		
Sponsor Issue Notice to Proceed		4/21/11	4/21/11
Submit Draft Environmental Document to FAA and State for review		10/13/11	10/13/11
Submit Final Environmental Documentation and Federal Approvals		10/13/11	10/31/11
Submit Final Reimbursement Request and Sponsors Closeout Letter		11/01/13	12/31/13

\* The solicitation for qualifications and the resulting service agreements must contain a list of projects, including this grant project, per A.R.S. 34, Chapter 6.



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF  
TRANSPORTATION FOR RUNWAY SAFETY IMPROVEMENTS**  
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

## **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a grant agreement with the Arizona Department of Transportation (ADOT) in the amount of \$10,692 for additional runway safety improvements at Glendale Municipal Airport.

## **Background Summary**

The Airport Master Plan identifies several runway safety improvements that are required to meet FAA airport design standards. These improvements have been underway since 2009, and are planned to be completed by 2017. Federal Aviation Administration (FAA) and ADOT grants funded the majority of those improvements.

In April 2012, Airport staff was informed that the FAA was requiring additional improvements, and would be awarding additional grant funding for those improvements. This additional FAA grant funding of \$217,796 was formally accepted on August 14, 2012. At that time, ADOT agreed to fund half of the required \$21,384 grant match. Approval of this grant agreement serves as acceptance of the ADOT match of \$10,692. The city will be responsible for the remaining \$10,692.

This grant funding is being used to complete design, construction and construction administration services for four runway safety improvement projects, which include: 1) relocation and modification of existing blast fences; 2) relocation of the existing south wind cone; 3) surface-painted ramp marking improvements; and 4) design and construction of new asphalt blast pads at the north and south ends of the runway.

## **Previous Related Council Action**

On August 14, 2012, Council awarded the bid and authorized the City Manager to enter into a construction agreement with R. K. Sanders, Inc. for the construction of runway safety improvements at Glendale Municipal Airport.



# CITY COUNCIL REPORT

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On August 14, 2012, Council adopted a resolution authorizing and ratifying the entering into of a grant agreement to accept an FAA grant in the approximate amount of \$217,796 for additional runway safety improvements at Glendale Municipal Airport.

On August 14, 2012, Council adopted a resolution authorizing the City Manager to enter into Amendment 1 to the professional services agreement with C&S Engineers, Inc. (formerly Z&H Engineering, Inc.) to provide design and construction administration services for runway safety improvements.

On April 12, 2011, Council adopted a resolution authorizing the City Manager to enter into a professional services agreement with Z&H Engineering, Inc. for design and construction administration services for runway safety improvements.

On August 31, 2010, Council adopted a resolution authorizing and ratifying the entering into of a grant agreement to accept an FAA grant in the amount of \$326,307 to fund runway safety improvements.

On March 10, 2009, Council adopted a resolution authorizing and ratifying the entering into of a grant agreement with the FAA in the amount of \$123,693 to fund runway and taxiway shoulder safety improvements.

## **Community Benefit/Public Involvement**

The Glendale Municipal Airport plays a major role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The runway improvements will provide for the enhanced safety of our customers and the public. The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings.

The Airport Master Plan and other information about the Glendale Municipal Airport can be found by visiting <http://www.glendaleaz.com/airport/>.

## **Budget and Financial Impacts**

City Council authorized the expenditure of \$239,180 for the additional runway safety improvements at its August 14, 2012 meeting. This included \$228,489 from the Airport-RSA Remove Blast Fence Project account (2120-79516-550800). This ADOT grant comprises \$10,692 of that amount. The city match of \$10,692 will be paid from the Airport Matching Funds Account (2210-65078-550800). Funding is available in the FY 2012-13 capital improvement plan.

Capital Expense? Yes  No



# CITY COUNCIL REPORT

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Budgeted? Yes  No

Requesting Budget or Appropriation Transfer? Yes  No

If yes, where will the transfer be taken from?

## **Attachments**

Staff Report

Resolution

Agreement



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Cathy Colbath, Interim Executive Director, Transportation Services**  
Item Title: **GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF  
TRANSPORTATION FOR RUNWAY SAFETY IMPROVEMENTS**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report provides information to support a request for City Council to adopt a resolution authorizing the City Manager to enter into an agreement with the Arizona Department of Transportation (ADOT) to accept a grant in the amount of \$10,692 for additional runway safety improvements at Glendale Municipal Airport.

## **BACKGROUND**

The Airport Master Plan identifies several runway safety improvements that are required to meet FAA airport design standards. These improvements are planned to be completed by 2017, for a total of approximately \$10,000,000.

The first project, completed in 2009, consisted of improvements to the safety areas of the runway and taxiway shoulders. These improvements were funded by a \$123,693 Federal Aviation Administration (FAA) grant. A \$6,510 match was required. The city paid \$3,255 toward the match, and an ADOT grant covered the remaining \$3,255.

On August 31, 2010, City Council adopted a resolution authorizing and ratifying the entering into of a grant agreement to accept an FAA grant in the amount of \$326,307. This grant required a match of \$17,174, and ADOT and the city each contributed \$8,587.

In April 2012, Airport staff was informed that the FAA was requiring additional improvements, and would be awarding additional grant funding for those improvements. These FAA-required improvements include additional blast pad and dust cap asphalt surfaces, which function to prevent erosion and reduce visibility problems caused by dust created from jet engine exhaust.

This additional grant funding was formally accepted on August 14, 2012, when City Council adopted a resolution authorizing the entering into of an agreement with the FAA to accept a grant for \$217,798. At that time, ADOT agreed to fund half of the required \$21,384 grant match. Approval of this grant agreement serves as acceptance of the ADOT match of \$10,692. The city will be responsible for the remaining \$10,692.



# STAFF REPORT

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## **ANALYSIS**

This grant funding is being used to complete design, construction and construction administration services for four runway safety improvement projects, which include: 1) relocation and modification of existing blast fences; 2) relocation of the existing south wind cone; 3) surface-painted ramp marking improvements; and 4) design and construction of new asphalt blast pads at the north and south ends of the runway.

The Glendale Municipal Airport plays a major role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The runway improvements will provide for the enhanced safety of our customers and the public.

## **FISCAL IMPACTS**

City Council authorized the expenditure of \$239,180 for this project at the August 14, 2012 meeting. This included \$228,489 from the Airport-RSA Remove Blast Fence Project account (2120-79516-550800). This ADOT grant comprises \$10,692 of that amount. The city match of \$10,692 will be paid from the Airport Matching Funds Account (2210-65078-550800). Funding is available in the FY 2012-13 capital improvement plan.

RESOLUTION NO. 4673 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION, FOR AIRPORT IMPROVEMENTS OF THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City Council of the City of Glendale has the legal power and authority to undertake and carry out the intended purpose of the Grant; and

WHEREAS, the City Council of the City of Glendale has the legal power and authority to accept, receive and disburse grant funds associated with the Grant.

NOW, THEREFORE, 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 from the Arizona Department of Transportation, through its Multimodal Planning Division, Airport Development Reimbursable Grant Number E3F3I, to aid in the removal of obstructions, rehabilitate apron, and to construct runway safety area at Glendale Municipal Airport, in an amount not to exceed \$10,692.

SECTION 2. That the City of Glendale's funding participation obligation is a minimum of 4.47% as determined by the State Arizona Department of Transportation, and that the City of Glendale has an amount of \$10,692 to cover its obligation of the Grant.

SECTION 3. That the City Manager, or his designee, is hereby authorized and directed to execute any and all necessary grant documents on behalf of the Glendale Municipal Airport to the Arizona Department of Transportation, Multimodal Planning Division Aeronautics Group to effectuate said Grant.

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

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M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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Acting City Attorney

REVIEWED BY:

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Acting City Manager

g\_airport\_adot\_runway safety

Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into \_\_\_\_\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Glendale, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project to *1. Remove obstructions (relocate blast fences located near Rwy 01 approach end and relocate wind cone near Rwy 19 approach end), ph. 2; 2. Rehabilitate apron (pavement marking improvements), ph. 2; 3. Construct Rwy 01/19 safety area (construct paved over runs at each rwy end) ph. 2* (the "Project"), for the improvement of the Glendale Municipal Airport (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on December 21, 2012, and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **January 30, 2013**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

**Obligations**

- 1) The minimum funding participation from the Sponsor shall be four and forty-seven hundredths (4.47%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be **ten thousand six hundred ninety-two dollars (\$10,692)**.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or **June 30, 2017**, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after January 1, 2012, shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
- 2) The Sponsor now has on deposit, or is in a position to secure ten thousand sin hundred ninety-two dollars (\$ 10,692), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

City of Glendale, AZ Airport CIP Funds  
(Enter local funding type and location)

- 3) The Sponsor hereby designates Walter L. Fix, Airport Administrator  
Name Title  
to receive payments representing the State's share of project costs.

Walter L. Fix  
Signature of Sponsor's Representative

Airport Administrator  
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866000247 02**  
Sponsor Vendor Address: **City of Glendale**  
**5850 W. Glendale Avenue**  
**Glendale, Arizona 85301**

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

**Grant Number E3F3I**  
City of Glendale  
Glendale Municipal Airport

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

SPONSOR:

City of Glendale  
Glendale Municipal Airport

By: \_\_\_\_\_

Title: Joseph S. Omer, Director

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

**Note:** Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) **Airport Pavement Preservation Program:** The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

#### **Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
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## EXHIBIT B

### General Provisions

#### Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

#### Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
  - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

**Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

**Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Design/Construction**

**Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

**Design Review – Plans, Specifications and Estimates**

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

**FAA Notice of Proposed Construction**

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

**Bidding - Alternate Bidding Methods**

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

**Based on Bids**

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

**Contractor Allowance**

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

**Contingencies**

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

**Itemized Allowance**

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

**Construction Inspection**

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

**Change Orders**

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

**Construction Contract Documents**

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

**Design/Construction Project Schedules**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One**  
**Design/Construction Project Description and Funding Allocation**

**Detailed Project Description:**

- 1. Remove obstructions (relocate blast fences located near Rwy 01 approach end and relocate wind cone near Rwy 19 approach end), ph. 2;***
- 2. Rehabilitate apron (pavement marking improvements), ph. 2;***
- 3. Construct Rwy 01/19 safety area (construct paved over runs at each rwy end) ph. 2.***

(FAA AIP 3-04-0064-022-2012)

<b>Project Cost Category</b>	<b>Total Estimated Project Cost</b>	<b>Estimated Local Share</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share*</b>
Design/Engineering Services	\$ 11,229	\$ 502	\$ 10,225	\$ 502
Construction	\$ 139,377	\$ 6,230	\$ 126,916	\$ 6,230
Construction Engineering	\$ 76,615	\$ 3,425	\$ 69,765	\$ 3,425
Sponsor Administration**	\$ 11,959	\$ 535	\$ 10,890	\$ 535
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
<b>Total Project Costs</b>	<b>\$ 239,180</b>	<b>\$ 10,692</b>	<b>\$ 217,796</b>	<b>\$ 10,692</b>

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.**

**Schedule Two**  
**Design/Construction Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds: \$ 10,692**

**Projected Reimbursement Requests / State Cash Flow**

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2013	\$	\$	\$	\$ 5,000	\$ 5,692	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$

**Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.**

**Schedule Three**  
**Design/Construction Project Milestones**

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

**Design/Construction Milestone Schedule**

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
<b>Consultant Selection Phase</b>					
Submit Scope for State Review/Approval*	N/A				
Submit Contract for State Review/Approval	N/A				
Award Consultant Contract	N/A				
<b>Design &amp; Engineering Phase</b>					
Sponsor Issue Notice to Proceed/Start Design	N/A				
Conduct 30% Design Review/Approval	N/A				
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	N/A				
<b>Bidding Phase</b>					
Bid Set Submitted (100%) for Review/Approval	N/A				
Issue Invitation for Bids	N/A				
Submit Bid Tab for State Review/Approval	N/A				
Award Construction Contract/Submit to the State	N/A				
<b>Construction Phase</b>					
Pre-Construction Meeting	1		9/6/12		9/6/12
Issue NTP – Begin Construction	1	10/9/12	11/5/12		11/5/12
Final Inspection	1	4/8/13		4/8/13	
Submit As-Builts & Final Documentation	7	5/15/13		5/22/13	
Submit Final Reimbursement Request and Sponsor Closeout Letter	1	6/15/13		6/15/13	

\* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR EXTENSION OF AMERICAN RECOVERY AND REINVESTMENT ACT GRANT FUNDING**  
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

## **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to approve an amendment to an intergovernmental agreement (IGA) with the City of Phoenix. This amendment will extend the term of the original IGA and provide additional grant funding of up to \$1,000,000.

## **Background Summary**

In 2009, funding for transit projects within the region became available to local governments through the American Recovery and Reinvestment Act (ARRA). The ARRA funds for the region were initially allocated to projects chosen by individual jurisdictions and the Regional Public Transportation Authority (RPTA).

Due to lower-than-expected costs for the selected projects, savings were redistributed to member cities of the RPTA. This amendment to the IGA will effect a contract change order that will extend the term of the agreement to September 30, 2013, and provide additional funding of up to \$1,000,000. These additional funds will be used for operating assistance and Americans with Disabilities Act (ADA) complementary paratransit service. The exact amount of additional funding allocated to Glendale has not yet been determined.

## **Previous Related Council Action**

On April 13, 2010, Council approved an IGA with the City of Phoenix for acceptance of ARRA grant funds for transit services under Federal Transit Administration (FTA) grant AZ-96-X002-01.

## **Community Benefit/Public Involvement**

The Dial-A-Ride and Glendale Urban Shuttle (GUS) transit services provided by the city benefit Glendale residents and visitors. These additional grant funds will provide operating assistance that will promote the continuation of quality and reliable services.



# CITY COUNCIL REPORT

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## **Budget and Financial Impacts**

No local match funds are required. These additional funds will offset costs in the current operating budget.

## **Attachments**

Staff Report

Resolution

Amendment to Agreement



# STAFF REPORT

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To: **Richard A. Bowers, Acting City Manager**  
From: **Cathy Colbath, Interim Executive Director, Transportation Services**  
Item Title: **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR EXTENSION OF AMERICAN RECOVERY AND REINVESTMENT ACT GRANT FUNDING**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report provides information to support a request for City Council to adopt a resolution authorizing the City Manager to approve an amendment to an intergovernmental agreement (IGA) with the City of Phoenix. This amendment will extend the term of the original IGA and provide additional grant funding of up to \$1,000,000.

The original IGA, approved by City Council on April 13, 2010, accepted American Recovery and Reinvestment Act (ARRA) grant funds for transit services under Federal Transit Administration (FTA) grant AZ-96-X002-01.

## **BACKGROUND**

In 2009, funding for transit projects within the region became available to local governments through ARRA. The ARRA funds for the region were initially allocated to projects chosen by individual jurisdictions and the Regional Public Transportation Authority (RPTA). Due to lower-than-expected costs for the selected projects, savings were redistributed to member cities of the RPTA.

In 2010, Glendale received \$74,874 as part of this grant, which was used to supplement funding for the Glendale Urban Shuttle (GUS) and Americans with Disabilities Act (ADA) paratransit service. This amendment provides the opportunity for Glendale to receive up to \$1,000,000 in additional ARRA funds.

## **ANALYSIS**

This amendment to the IGA will effect a contract change order to Grant AZ-96-X002 that will extend the term of the agreement to September 30, 2013, and provide additional funding up to \$1,000,000. These additional funds will be used for operating assistance and ADA complementary paratransit service. The exact amount of additional funding allocated to Glendale has not yet been determined.



## STAFF REPORT

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Dial-A-Ride and GUS transit services provided by the city benefit Glendale residents and visitors. These additional grant funds will provide operating assistance that will promote the continuation of quality and reliable services.

### **FISCAL IMPACTS**

No local match funds are required. These additional funds will offset costs in the current operating budget.

RESOLUTION NO. 4674 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A CONTRACT CHANGE ORDER WITH THE CITY OF PHOENIX FOR PASS-THROUGH GRANT FUNDING FOR TRANSIT SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the following Contract Change Order to the pass-through grant funding from the City of Phoenix for transit services be entered into, which change order is now on file in the office of the City Clerk of the City of Glendale:

Contract Change Order No. 1 to Grant No. AZ-96-X002  
Operating Assistance and ADA Complimentary Paratransit  
Extending the term of the Agreement to September 30, 2013  
Additional funding up to the amount of \$1,000,000

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said change orders 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.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
**1**

Contract No.  
**128433**

Issued To: (Name of Contractor or Consultant)  
**CITY OF GLENDALE**

Date  
**2/20/2013**

Project Description: GRANT PASS-THROUGH AGREEMENT (AZ-96-X002)

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

At the request of the City of Glendale, this change order extends the contract expiration period date to September 30, 2013.

An increase of funding up to \$1,000,000 is hereby added to Grant AZ-96-X002.

**ACCEPTANCE**

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

FIRM: CITY OF GLENDALE

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE SENT BY CITY OF PHOENIX: \_\_\_\_\_

**ENDORSEMENTS**

REQUESTED BY: \_\_\_\_\_ DATE

Stephanie Child – Budget Analyst II

RECOMMENDED BY: \_\_\_\_\_ DATE

Jim Campion – Contract Specialist II Ld.

PTD FISCAL SECTION REVIEW: \_\_\_\_\_ DATE

Ken Kessler – Deputy Public Transit Director

CHECKED AS TO AVAILABILITY OF FUNDS BY: \_\_\_\_\_ DATE

N/A

Budget and Research Department

APPROVED FOR THE CITY MANAGER BY: \_\_\_\_\_ DATE

Neal Young - Public Transit Director / Ted Mariscal -----



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES**  
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

## **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing an amendment to an intergovernmental agreement (IGA) with the Regional Public Transportation Authority (RPTA) approving Amendment No. 5, reflecting an increase in transit service miles provided by the RPTA.

## **Background Summary**

Amendment Number 5 to the IGA with the RPTA will increase the transit service miles provided by the RPTA in Glendale, due to the assignment of two federal grants the city received from the Federal Transit Administration (FTA) for operating assistance on Route 70 (Glendale Avenue).

Because this route is funded by RPTA, Transit staff assigned FTA Grant AZ-37-X008, as well as the portion of FTA Grant AZ-90-X014 that funded Route 70, to the RPTA in November 2012. These grant funds totaled \$370,000. This amendment allows Glendale to be fully credited for the grant funds assigned to the RPTA by reallocating regional funds to Glendale's Americans with Disabilities Act (ADA) program.

## **Previous Related Council Action**

Since approval of the IGA in 2008, annual renewals (Amendment Numbers 1 through 4) have been approved by Council.

On September 9, 2008, Council approved an IGA with the RPTA for the provision of transportation services within the City of Glendale.

## **Community Benefit/Public Involvement**

Transportation services and programs provide a benefit to Glendale residents and visitors. The reallocation of these funds will help offset operational costs associated with providing ADA paratransit service in Glendale.



# CITY COUNCIL REPORT

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## **Budget and Financial Impacts**

The credit for the two grants assigned to the RPTA will provide an additional \$370,000 toward costs associated with providing ADA paratransit service to ADA-eligible riders in Glendale.

Capital Expense? Yes  No

Budgeted? Yes  No

Requesting Budget or Appropriation Transfer? Yes  No

## **Attachments**

Staff Report

Resolution

Amendment to Agreement



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Cathy Colbath, Interim Executive Director, Transportation Services**  
Item Title: **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report provides information to support a request for City Council to adopt a resolution authorizing Amendment No. 5 to the intergovernmental agreement (IGA) with the Regional Public Transportation Authority (RPTA), reflecting an increase in transit service miles provided by the RPTA.

## **BACKGROUND**

Fixed route bus service in Glendale is provided through an agreement with the City of Phoenix at an estimated cost of \$5,998,508 for FY 2012-13. Through an existing IGA, the RPTA provides regional funds toward the cost of the service on behalf of Glendale in the amount of \$2,844,756, with the remaining \$3,153,752 being provided by the Glendale Onboard (GO) Transportation Program.

Amendment No. 5 to the IGA with the RPTA will increase the transit service miles provided by the RPTA in Glendale, due to the assignment of two federal grants the city received from the Federal Transit Administration (FTA) for operating assistance on Route 70 (Glendale Avenue). Because this route is funded by RPTA, Transit staff assigned FTA Grant AZ-37-X008, as well as the portion of FTA Grant AZ-90-X014 that funded Route 70, to the RPTA in November 2012. These grant funds totaled \$370,000. This amendment allows Glendale to be fully credited for the grant funds assigned to the RPTA.

## **ANALYSIS**

In order to credit the city for the grant monies, the RPTA has authorized Glendale to request additional reimbursements in that amount from the RPTA for services provided to Americans with Disabilities Act (ADA) eligible passengers. The addition of this \$370,000 will bring the total amount of reimbursements from the RPTA to \$914,389 for ADA paratransit services provided by Glendale in Fiscal Year 2012-13.



# STAFF REPORT

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## **FISCAL IMPACTS**

The credit for the two grants assigned to the RPTA will provide an additional \$370,000 toward costs associated with providing ADA paratransit service to ADA-eligible riders in Glendale.

RESOLUTION NO. 4675 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 5 TO THE RPTA PROPOSITION 400 INTERGOVERNMENTAL AGREEMENT WITH THE VALLEY METRO REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 5 to the RPTA Proposition 400 Intergovernmental Agreement (Contract No. 133-43-2013-01) between the City of Glendale and the Valley Metro Regional Public Transportation Authority (RPTA) be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

RPTA PROPOSITION 400  
FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
(The "Agreement")

**Contract # 133-43-2013-01**

This Fifth Amendment to the original RPTA-City of Glendale Intergovernmental Agreement is effective February 23, 2013, and amends the existing FY2012-13 Schedule B of the Agreement relating to Paratransit Service reimbursements from RPTA to City. The original Agreement was entered into by the parties the 1st day of July, 2008, (and amended July 1, 2009, July 1, 2010, July 1, 2011 and July 1, 2012).

The attached Schedule B replaces and supersedes Schedule B dated July 1, 2012.

All of the other terms and conditions of the original Agreement shall remain the same and in force as though fully set forth in this document.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
Jerry Weiers  
Mayor

By: \_\_\_\_\_  
Stephen R. Banta  
Chief Executive Officer

ATTEST: \_\_\_\_\_  
Glendale City Clerk

ATTEST: \_\_\_\_\_  
John McCormack  
Chief Financial Officer

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

\_\_\_\_\_  
For the City of Glendale

\_\_\_\_\_  
For the RPTA

## SCHEDULE B

For the period of July 1, 2012 to June 30, 2013 it is estimated that the City of Glendale may request additional reimbursement from the Regional Public Transportation Authority for \$370,000 which brings the total fiscal year 2013 reimbursement from \$544,389.00 to a maximum of \$914,389.00 for services consumed by RPTA ADA certified paratransit riders in Glendale. Eligible ADA Paratransit expenses include only expenses associated with trips completed by passengers certified as ADA-eligible using jurisdictionally approved alternatives to fixed route transit. This amount is contingent upon approval of RPTA's fiscal year 2012-2013 budget by the RPTA Board of Directors.

Total reimbursements to the Glendale will not exceed the net amount that factors in estimated and actual costs associated with operating RPTA's In-Person Eligibility Determination Facility and ADA Certification office.

Reimbursements must be requested by Glendale on a PTF Reimbursement Request Form, Attachment A, and certified by the Glendale's chief financial officer or designee. RPTA will reimburse Glendale within thirty (30) business days based upon availability of funds. Glendale may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

## ATTACHMENT A

### Regional Public Transportation Authority

### PTF Expenditure Reimbursement Request

The information provided will be used by the Regional Public Transportation Authority (RPTA) to monitor designated lead agency cash flow to ensure compliance with ARS 48-5103. No further monies may be paid out under this program unless this report is completed and filed as required.

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

	TOTAL	PTF SHARE
TOTAL ELIGIBLE COSTS	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -
CURRENT PAYMENT REQUESTED	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -

**REQUIRED SIGNATURE**

This document must be signed by the recipient's Chief Financial Officer or their designated representative.

**CERTIFICATION**

I certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures consistent with the project goals and requirements, have not been previously requested, and that payment is due. I also certify that all matching requirements have been met and sufficient documentation exists in our files and are available upon request or in the event of an audit.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE

***Instructions***

1. Keep a copy of everything submitted.
2. All project records, including financial records, must be maintained for 3 years beyond project completion.

	<i>For RPTA use only</i>
Date request received:	Life cycle compliance review (signature/date)
Approved for funds availability	10 Date of funds transfer



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICE**  
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

## **Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing an amendment to an intergovernmental agreement (IGA) with the City of Phoenix approving Contract Change Order No. 6, reflecting changes in funding sources for Bus Routes 67 and 106.

## **Background Summary**

This amendment to the IGA will provide continuation of fixed route bus service in Glendale, and is necessary due to a change in the funding source for two of the routes in Glendale. As of July 1, 2012, the RPTA assumed the cost for Glendale's portion of funding for Route 106 (Peoria Avenue), eliminating all Glendale-funded miles on this route. Additionally, the RPTA assumed a larger share of funding on Route 67 (67<sup>th</sup> Avenue). This change in funding reduced Glendale's funded revenue miles by 75.4 miles per weekday and weekend/holiday revenue miles by 103.3 miles per day on Route 67.

## **Previous Related Council Action**

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

## **Community Benefit/Public Involvement**

Transportation services and programs provide a benefit to Glendale residents and visitors. The reallocation of these funds will help offset operational costs associated with providing fixed route services in Glendale.

## **Budget and Financial Impacts**

Approval of this amendment to the IGA will result in \$265,055 of savings to the city. The RPTA is assuming these costs previously funded through the GO Program.



# CITY COUNCIL REPORT

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Capital Expense? Yes  No

Budgeted? Yes  No

Requesting Budget or Appropriation Transfer? Yes  No

## **Attachments**

Staff Report

Resolution

Amendment to Agreement



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Cathy Colbath, Interim Executive Director, Transportation Services**  
Item Title: **AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE BUS SERVICE**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report provides information to support a request for City Council to adopt a resolution authorizing an amendment to an intergovernmental agreement (IGA) with the City of Phoenix approving Contract Change Order No. 6, reflecting changes in funding sources for Bus Routes 67 and 106.

## **BACKGROUND**

Fixed route bus service in Glendale is provided through an agreement with the City of Phoenix at an estimated cost of \$5,998,508 for FY 2012-13. The Regional Public Transportation Authority (RPTA) provides regional funds in the amount of 2,844,756, on behalf of Glendale, toward the cost of this service, with the remaining \$3,153,752 provided by the Glendale Onboard (GO) Transportation Program.

This amendment to the IGA will provide continuation of fixed route bus service in Glendale, and is necessary due to a change in the funding source for two of the routes in Glendale. As of July 1, 2012, the RPTA assumed the cost for Glendale's portion of funding for Route 106 (Peoria Avenue), eliminating all Glendale-funded miles on this route. Additionally, the RPTA assumed a larger share of funding on Route 67 (67<sup>th</sup> Avenue). This change in funding reduced Glendale's funded revenue miles by 75.4 miles per weekday and weekend/holiday revenue miles by 103.3 miles per day on Route 67.

## **ANALYSIS**

Approval of this amendment to the IGA will not impact service levels on either route. With the RPTA assuming these costs, once the estimated fare box revenue is factored in, the city's combined net savings is \$265,055. These monies will be used to offset operating costs.



# STAFF REPORT

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## **FISCAL IMPACTS**

Approval of this amendment to the IGA will result in \$265,055 of savings to the city. The RPTA is assuming these costs previously funded through the GO Program.

RESOLUTION NO. 4676 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 6 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE BUS SERVICES IN THE CITY OF GLENDALE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Contract Change Order No. 6 to the Intergovernmental Agreement (Contract No. 127377) with the City of Phoenix for the operation of fixed route bus services be entered into, which Contract Change Order 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 be authorized and directed to execute and deliver said Contract Change Order No. 6 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.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
**6**

Contract No.  
**127377**

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

Date  
**1/8/2013**

Project Description: Fixed Route Agreement

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

Effective July 1, 2012, the following modifications are in effect for route 67 and route 106. This modification will decrease the City of Glendale funded revenue miles on route 67 for weekdays by 75.4 miles per day and reduce weekend/holiday miles by 103.3 miles per day. Glendale funded revenue miles for route 106 will be eliminated.

The change to route 67 and 106 will result in a service cost reduction of \$359,965. The estimated decrease in fare box revenue is \$94,910 and the estimated decreased net cost to the City of Glendale for this service change is \$265,055.

The above modifications reflect a change in the funding source, from the City of Glendale to the Regional Public Transit Authority (RPTA), operated service levels will not change. Incorporations of these modifications will align the respective service contracts with the program of projects in the Valley Metro Board approved Transit Life Cycle Program.

No cost to the City of Phoenix.

1. Amount of this Change Order	2. Amt. Of Prior Change Orders	3. Orig. Contract Amt.		
\$265,055	(\$8,268,004)	(\$4,948,044)		

**ACCEPTANCE**

**ENDORSEMENTS**

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

FIRM: **City of Glendale**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE SENT BY CITY OF PHOENIX: \_\_\_\_\_

REQUESTED BY:

\_\_\_\_\_  
Markus Coleman, Project Manager

DATE

RECOMMENDED BY:

\_\_\_\_\_  
Jesus Sapien Deputy Public Transit Director

DATE

PTD FISCAL SECTION REVIEW:

\_\_\_\_\_  
Ken Kessler, Acting Deputy Public Transit Director

DATE

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A  
\_\_\_\_\_  
Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

\_\_\_\_\_  
Neal Young, Interim Public Transit Director / Ted Mariscal

DATE

REVENUE

EXPENDITURE



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PHOENIX FOR  
FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS**  
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

## **Purpose and Recommended Action**

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

## **Background Summary**

The City of Glendale has secured \$1,624,594 in federal transit grant funds. The City of Phoenix is the designated recipient for all federal funds in this region, and these IGAs with Phoenix will provide reimbursement toward capital and operating expenses, thereby reducing the cost to Glendale for existing transit services.

## **Previous Related Council Action**

On February 14, 2012, Council adopted five resolutions to enter into IGAs with the City of Phoenix for acceptance of Federal Transit Administration grants.

## **Community Benefit/Public Involvement**

Transportation services and programs provide a benefit to Glendale residents and visitors. These grant funds will provide operating assistance and improvements that will promote the continuation of quality and reliable services. Along with the continuation of these services, our fleet replacement program will proceed on schedule, current inaccessible bus stops for individuals in mobility devices will be reconstructed to be made accessible, and a number of solar-powered lighted bus shelters will be repaired.



# CITY COUNCIL REPORT

## Budget and Financial Impacts

Cost	Fund-Department-Account
<b>\$398,708</b>	<b>1660-16540-518200, Fixed Route Account</b>
<b>\$109,222</b>	<b>1660-16530-532400, Dial-A-Ride Account</b>
<b>\$56,000</b>	<b>2210-65013-550800, Capital Bus Stops and Shelters</b>

The total cost for all projects associated with these grants is \$2,329,774. The grants will provide \$1,624,594 in federal funds toward these costs and will require a local match of \$705,180. The Regional Public Transportation Authority will provide the local match in the amount of \$141,250 for the purchase of the vehicles. Upon Council approval, accounts will be set up in Fund 1650, the Transportation Grants Fund.

Glendale’s portion of the remaining local match is \$563,930 and is programmed in the above accounts. The receipt of these grant funds results in a \$1,765,844 reduction in operating costs to the city.

Capital Expense? Yes  No

Budgeted? Yes  No

Requesting Budget or Appropriation Transfer? Yes  No

## Attachments

- |              |           |
|--------------|-----------|
| Staff Report | Agreement |
| Resolution   | Agreement |
| Agreement    | Agreement |



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Cathy Colbath, Interim Executive Director, Transportation Services**  
Item Title: **INTERGOVERNMENTAL AGREEMENTS WITH THE CITY OF PHOENIX  
FOR FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report provides information to support a request for City Council to adopt a resolution authorizing the City Manager to enter into four intergovernmental agreements (IGAs) with the City of Phoenix for acceptance of Federal Transit Administration (FTA) grant funds for transit services.

## **BACKGROUND**

The City of Glendale has secured \$1,624,594 in federal transit grant funds. The City of Phoenix is the designated recipient for all federal funds in this region, and these IGAs with Phoenix will provide reimbursement toward capital and operating expenses, thereby reducing the cost to Glendale for existing transit services. The four grant awards are described as follows.

Federal grant AZ-90-X114 will be used for capital purchases and ongoing maintenance. This grant will provide \$756,886 to fund the replacement of two GUS buses, two Dial-A-Ride buses, and transit vehicle maintenance expenses.

Federal grant AZ-37-X018 is a Job Access and Reverse Commute (JARC) grant that will provide \$336,208 for public transportation services to address the unique transportation challenges faced by low-income persons seeking to obtain and maintain employment. These grant funds will pay for a share of the existing Route 60 (Bethany Home Road) transit service, thereby reducing the cost to the city.

Federal grant AZ-57-X016 is a New Freedom grant that will provide \$62,500 toward the Taxi Program, and \$224,000 for a Bus Stop Accessibility Enhancements project. The Taxi Program provides Glendale residents an additional option to existing transportation services for repetitive essential medical therapies such as dialysis or chemotherapy. The program pays 75% of taxi fare up to a maximum amount of \$15.00, and the passenger pays 25%.

The Bus Stop Accessibility Enhancement project will consist of improving bus stop accessibility for disabled riders at a number of locations throughout the city, as well as repairing the solar lighting components of approximately 70 bus shelters throughout the city.



# STAFF REPORT

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Federal grant AZ-04-0014 will provide \$245,000 for the capital purchase of one replacement GUS bus. Staff is currently conducting an analysis to determine if it would be beneficial to purchase a diesel-hybrid model bus with this grant. If purchased, this would be the City of Glendale's first hybrid bus.

## **ANALYSIS**

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

## **FISCAL IMPACTS**

The total cost for all projects associated with these grants is \$2,329,774. The grants will provide \$1,624,594 in federal funds toward these costs and will require a local match of \$705,180. The Regional Public Transportation Authority will provide the local match in the amount of \$141,250 for the purchase of the vehicles. Upon Council approval, accounts will be set up in Fund 1650, the Transportation Grants Fund.

Glendale's portion of the remaining local match is \$563,930 and is programmed in the Fixed Route (1660-16540-518200 - \$398,708), Dial-A-Ride (1660-16530-532400 - \$109,222), and Capital Bus Stops and Shelters (2210-65013-550800 - \$56,000) Accounts. The receipt of these grant funds results in a \$1,765,844 reduction in operating costs to the city.

RESOLUTION NO. 4677 NEW SERIES

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

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

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

Grant No. AZ-04-0014  
Bus Expansion  
\$245,000

Grant No. AZ-37-X018-5316 – JARC  
Operating Assistance Route #60  
\$336,208

Grant No. AZ-57-X016-5317 – New Freedom  
Bus Stop Accessibility Enhancement and Operating Assistance  
\$286,500

Grant No. AZ-90-X114  
Purchase Buses and Preventive Maintenance  
\$756,886

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

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

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M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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Acting City Attorney

REVIEWED BY:

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Acting City Manager

iga\_phx\_g\_transit.doc

**AGREEMENT NO. \_\_\_\_\_**  
**CFDA #20.50**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)**  
**(Grant No. AZ-04-0014)**

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

**RECITALS**

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

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

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

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

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

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of bus expansion and same was awarded as Grant No. AZ-04-0014; and,

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

### AGREEMENT

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

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$245,000. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the contract execution date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

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

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

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

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

B. Backup Documentation.

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

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

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

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

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

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

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

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

If intended for SUB-RECIPIENT:

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

If intended for PHOENIX:

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

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

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

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

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

CITY OF PHOENIX, ARIZONA  
David Cavazos, City Manager

By \_\_\_\_\_  
Neal Young  
Interim Public Transit Director

ATTEST:

\_\_\_\_\_  
City Clerk - PHOENIX

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON JULY 1, 2009.

CITY OF GLENDALE, ARIZONA  
A Municipal Corporation

By \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk - GLENDALE

\_\_\_\_\_  
City Attorney for GLENDALE

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

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

\_\_\_\_\_  
Attorney for PHOENIX

\_\_\_\_\_  
Attorney for Glendale

801934v1

**EXHIBIT "A"**

**FEDERAL GRANT PASS THRU AGREEMENT**

GRANT NUMBER: AZ-04-0014				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS:  6210 W. Mrytle Ave. Suite S Glendale, AZ 85301				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$306,250		
• Federal Share of TEPC:		\$245,000		
• Local Share/Match of TEPC:		\$61,250		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.13.06	Bus Expansion	\$61,250	\$245,000	\$306,250

**EXHIBIT "B"**

**FTA Grant Expenditure Reimbursement Request Application**

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

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

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

**REQUIRED SIGNATURES**

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

**CERTIFICATION**

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

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

***Instructions***

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

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

## EXHIBIT "C"

### Required Reports

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

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

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

## **EXHIBIT "D"**

### **Required Federal Provisions**

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

**EXHIBIT "D," page 2**

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2009 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

## EXHIBIT "E"

### Partial List of Applicable Laws

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT "F"

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

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

FTA MA(16)

October 1, 2009

<http://www.fta.dot.gov/documents/16-Master.pdf>

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## EXHIBIT "G"

### Required Local Provisions

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

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

**AGREEMENT NO. \_\_\_\_\_**  
**CFDA #20.516**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)**  
**(Grant No. AZ-37-X018-5316-JARC)**

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

**RECITALS**

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

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

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

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

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

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of operating assistance and same was awarded as Grant No. AZ-37-X018-5316-JARC; and,

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

### AGREEMENT

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

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$336,208. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

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

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

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

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

B. Backup Documentation.

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

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

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

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

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

If intended for SUB-RECIPIENT:

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

If intended for PHOENIX:

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

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

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

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

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

CITY OF PHOENIX, ARIZONA  
David Cavazos, City Manager

By \_\_\_\_\_  
Neal Young  
Interim Public Transit Director

ATTEST:

\_\_\_\_\_  
City Clerk - PHOENIX

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON  
OCTOBER 17, 2012.

CITY OF GLENDALE, ARIZONA  
A Municipal Corporation

By \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk - GLENDALE

\_\_\_\_\_  
City Attorney for GLENDALE

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

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

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Attorney for PHOENIX

---

Attorney for Glendale

801934v1

**EXHIBIT "A"**

**FEDERAL GRANT PASS THRU AGREEMENT**

GRANT NUMBER: AZ-37-X018-5316-JARC				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS:  6210 W. Myrtle Ave., Ste. S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$672,416		
• Federal Share of TEPC:		\$336,208		
• Local Share/Match of TEPC:		\$336,208		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.01	Operating Assistance: Rte. 60 – Bethany Home Road	\$336,208	\$336,208	\$672,416

**EXHIBIT "B"**

**FTA Grant Expenditure Reimbursement Request Application**

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

<b>SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS</b>	<b>GRANT AGREEMENT NUMBER</b>	<b>REQUEST NO.</b>
--	-------------------------------	--------------------

<b>REPORTING PERIOD (Dates)</b>	
<b>FROM:</b>	<b>TO:</b>

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

**REQUIRED SIGNATURES**

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

**CERTIFICATION**

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

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

***Instructions***

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

*For PTD use only*

Date request received:	Approved for funds availability (signature/date)
------------------------	--

## EXHIBIT "C"

### Required Reports

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

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

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

## **EXHIBIT "D"**

### **Required Federal Provisions**

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

**EXHIBIT "D," page 2**

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2013 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

## **EXHIBIT "E"**

### **Partial List of Applicable Laws**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "F"**

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

**MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways), the  
Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users  
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,  
or other Federal laws that FTA administers.**

**FTA MA(19)  
October 1, 2012**

<http://www.fta.dot.gov/documents/19-Master.pdf>

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## **EXHIBIT "G"**

### **Required Local Provisions**

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

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

**AGREEMENT NO. \_\_\_\_\_**  
**CFDA #20.521**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**THE CITY OF GLENDALE**  
**(Grant Pass-through Agreement)**  
**(Grant No. AZ-57-X016-5317-New Freedom)**

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

**RECITALS**

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

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

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

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

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

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of bus stop accessibility enhancements and operating assistance and same was awarded as Grant No. AZ-57-X016-5317-New Freedom; and,

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

### AGREEMENT

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

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$286,500. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

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

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

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

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

B. Backup Documentation.

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

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

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

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

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

If intended for SUB-RECIPIENT:

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

If intended for PHOENIX:

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

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

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

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

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

CITY OF PHOENIX, ARIZONA  
David Cavazos, City Manager

By \_\_\_\_\_  
Neal Young  
Interim Public Transit Director

ATTEST:

\_\_\_\_\_  
City Clerk - PHOENIX

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON  
OCTOBER 17, 2012.

CITY OF GLENDALE, ARIZONA  
A Municipal Corporation

By \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk - GLENDALE

\_\_\_\_\_  
City Attorney for GLENDALE

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

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

\_\_\_\_\_  
Attorney for PHOENIX

\_\_\_\_\_  
Attorney for Glendale

801934v1

**EXHIBIT "A"**

**FEDERAL GRANT PASS THRU AGREEMENT**

GRANT NUMBER: AZ-57-X016-5317-New Freedom				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS:  6210 W. Myrtle Ave., Ste. S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$405,000		
• Federal Share of TEPC:		\$286,500		
• Local Share/Match of TEPC:		\$118,500		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.92.02	Bus Stop Accessibility Enhancements	\$56,000	\$224,000	\$280,000
30.09.01	Operating Assistance: Taxi Voucher Program	\$62,500	\$62,500	\$125,000

**EXHIBIT "B"**

**FTA Grant Expenditure Reimbursement Request Application**

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

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

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

**REQUIRED SIGNATURES**

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

**CERTIFICATION**

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

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

***Instructions***

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

*For PTD use only*

Date request received:	Approved for funds availability (signature/date)
------------------------	--

## EXHIBIT "C"

### Required Reports

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

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

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

## **EXHIBIT "D"**

### **Required Federal Provisions**

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

**EXHIBIT "D," page 2**

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2013 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

## EXHIBIT "E"

### Partial List of Applicable Laws

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBIT "F"**

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

#### **MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways), the  
Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users  
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,  
or other Federal laws that FTA administers.**

**FTA MA(19)  
October 1, 2012**

<http://www.fta.dot.gov/documents/19-Master.pdf>

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## **EXHIBIT "G"**

### **Required Local Provisions**

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

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

**AGREEMENT NO. \_\_\_\_\_**  
**CFDA #20.507**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF PHOENIX**  
**AND**  
**THE CITY OF GLENDALE**

**(Grant Pass-through Agreement)**  
**(Grant No. AZ-90-X114)**

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

**RECITALS**

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

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

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

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

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

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of bus purchase and preventive maintenance and same was awarded as Grant No. AZ-90-X114; and,

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

### AGREEMENT

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

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the "Project Description" box on Exhibit "A." Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$756,886. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.

A. Application for reimbursement of federal share.

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

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

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

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

B. Backup Documentation.

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

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

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

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B Federal Grant Reimbursement Form

Exhibit C Required Reports

Exhibit D Required Federal Provisions

Exhibit E Partial List of Applicable Laws

Exhibit F Master Grant Agreement, Table of Contents

Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibit 'A' in the event of damage or complete loss.
5. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage

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

If intended for SUB-RECIPIENT:

Kevin Link  
City of Glendale  
6210 W. Myrtle Ave., Suite S  
Glendale, AZ 85301-1700  
Telephone: (623) 930.3508  
FAX: (623) 931.6960

If intended for PHOENIX:

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

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

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

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

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

CITY OF PHOENIX, ARIZONA  
David Cavazos, City Manager

By \_\_\_\_\_  
Neal Young  
Interim Public Transit Director

ATTEST:

\_\_\_\_\_  
City Clerk - PHOENIX

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON  
OCTOBER 17, 2012.

CITY OF GLENDALE, ARIZONA  
A Municipal Corporation

By \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk - GLENDALE

\_\_\_\_\_  
City Attorney for GLENDALE

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

\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

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

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Attorney for PHOENIX

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Attorney for Glendale

801934v1

**EXHIBIT "A"**

**FEDERAL GRANT PASS THRU AGREEMENT**

GRANT NUMBER: AZ-90-X114				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS:  6210 W. Myrtle Ave., Suite S Glendale, AZ 85301-1700				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$946,108		
• Federal Share of TEPC:		\$756,886		
• Local Share/Match of TEPC:		\$189,222		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase bus: <30 foot – 2 replace (GUS)	\$44,000	\$176,000	\$220,000
11.12.04	Purchase bus: <30 foot – 2 replace (dial-a-ride)	\$36,000	\$144,000	\$180,000
11.7A.00	Preventive Maintenance	\$109,222	\$436,886	\$546,108

**EXHIBIT "B"**

**FTA Grant Expenditure Reimbursement Request Application**

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

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

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

**REQUIRED SIGNATURES**

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

**CERTIFICATION**

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

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

***Instructions***

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

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

## EXHIBIT "C"

### Required Reports

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

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

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

## EXHIBIT "C"

## **EXHIBIT "D"**

### **Required Federal Provisions**

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

**EXHIBIT "D," page 2**

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2013 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Urban Mass Transportation Administration (UMTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide and EEP Program Plan.

## EXHIBIT "E"

### Partial List of Applicable Laws

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT "F"**

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

**MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways), the  
Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users  
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,  
or other Federal laws that FTA administers.**

**FTA MA(19)  
October 1, 2012**

<http://www.fta.dot.gov/documents/19-Master.pdf>

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## **EXHIBIT "G"**

### **Required Local Provisions**

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

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



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **AWARD OF BID TO KINKAID CIVIL CONSTRUCTION, LLC FOR  
CONSTRUCTION OF DYSART WATERLINE FOR NORTHERN PARKWAY  
LANDSCAPING**  
Staff Contact: **Cathy Colbath, Interim Executive Director, Transportation Services**

## **Purpose and Recommended Action**

Staff is requesting City Council award the bid and authorize the City Manager to enter into a construction agreement with Kinkaid Civil Construction, LLC, in an amount not to exceed \$765,775, to construct a waterline extension to deliver irrigation water to the landscaping along Northern Parkway, between 143<sup>rd</sup> Avenue and Dysart Road.

## **Background Summary**

Construction of the first phase of Northern Parkway, from Sarival Avenue to Dysart Road, is currently underway and scheduled for completion this summer. Phase I comprises a four-mile segment from Sarival Avenue to Dysart Road. Construction of two waterlines is needed to provide landscape irrigation for this phase of Northern Parkway. The first waterline, which will deliver irrigation water to Northern Parkway landscaping between Sarival and 143<sup>rd</sup> Avenues, is currently under construction.

This award is for construction of the second waterline, which will run along Dysart Road from just north of Glendale Avenue to Northern Avenue. It will be an approximately one-mile-long, 16-inch waterline and will deliver irrigation water to Northern Parkway landscaping between 143<sup>rd</sup> Avenue and Dysart Road.

The Engineering Department conducted a solicitation and on April 11, 2013, 10 bids were received for this project, with Kinkaid Civil Construction, LLC submitting the lowest responsive bid in the amount of \$765,775.

## **Previous Related Council Action**

On February 26, 2013, Council approved a construction agreement with Pierson Construction Corporation to construct a waterline to deliver water for Northern Parkway landscaping between Sarival and 143<sup>rd</sup> Avenues.



# CITY COUNCIL REPORT

On February 12, 2013, Council approved a main extension agreement with Valley Utilities Water Company, Inc. to supply and deliver water for Northern Parkway landscaping between 143<sup>rd</sup> Avenue and Dysart Road.

On October 23, 2012, Council approved a main extension agreement with EPCOR Water Arizona, Inc. to supply and deliver water for Northern Parkway landscaping between Sarival and 143<sup>rd</sup> Avenues.

On April 26, 2011, Council approved two intergovernmental agreements (IGAs) with Maricopa County. The first is an agreement for drainage improvements along Northern Parkway, and the second is an agreement for operation and maintenance of Northern Parkway, from Sarival Avenue to Dysart Road.

On September 23, 2008, Council approved an IGA with Maricopa County, the City of El Mirage and the City of Peoria to construct Northern Parkway.

## **Community Benefit/Public Involvement**

Construction of the waterline is needed to provide irrigation for landscaping along Northern Parkway that will improve the appearance of this roadway, which, in turn, will enhance economic development opportunities in the area.

Public input on Northern Parkway has been received at public hearings and GO Program open houses over the past eight years. Public meetings specifically addressing Northern Parkway were held in February and July 2003, and in June and December 2005. Seven meetings with individual neighborhoods were held in January through March 2006. Input received was used to develop and analyze alternatives considered in the design of the project. A final public hearing on the environmental assessment for this project was held on October 14, 2009, and was attended by 95 citizens. Official federal approval (Finding of No Significant Impact) was received on May 11, 2010.

## **Budget and Financial Impacts**

Cost	Fund-Department-Account
\$765,775	2210-65016-551200, Northern Ave. Super Street



# CITY COUNCIL REPORT

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Funding is available in the FY 2012-13 capital improvement plan. The cost of the waterline will be charged to the Northern Parkway Project, which is GO-funded. A portion of this expenditure will be applied to the city's required local match contribution to the Northern Parkway Project.

Capital Expense? Yes  No

Budgeted? Yes  No

Requesting Budget or Appropriation Transfer? Yes  No

If yes, where will the transfer be taken from?

## **Attachments**

Staff Report

Agreement



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Cathy Colbath, Interim Executive Director, Transportation Services**  
Item Title: **AWARD OF BID TO KINKAID CIVIL CONSTRUCTION, LLC FOR CONSTRUCTION OF DYSART WATERLINE FOR NORTHERN PARKWAY LANDSCAPING**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report contains information on an award of bid to Kinkaid Civil Construction, LLC for construction of a waterline extension to deliver irrigation water to the landscaping along Northern Parkway, between 143<sup>rd</sup> Avenue and Dysart Road. The purpose of this report is to request that this item be placed on an agenda for City Council action.

## **BACKGROUND**

Northern Parkway is planned to be a 12.5-mile, high-capacity, six-lane expressway connecting Grand Avenue (US 60) to Loop 303. It will provide regional connectivity, enhance east-west mobility, serve expected population and employment growth, reduce travel time and enhance flood protection.

On September 23, 2008, Council approved an intergovernmental agreement (IGA) with Maricopa County and the cities of El Mirage, Glendale and Peoria, which stated that each jurisdiction would be responsible for maintenance of their portion of Northern Parkway. On April 26, 2011, Glendale entered into another IGA with Maricopa County, the lead agency on this project, in which the county agreed to install landscaping on this portion of Northern Parkway and the city agreed to supply the water and maintain the landscaping.

Construction of the first phase of Northern Parkway, from Sarival Avenue to Dysart Road, is currently underway and scheduled for completion this summer. Phase I comprises a four-mile segment from Sarival Avenue to Dysart Road. Construction of two waterlines is needed to provide landscape irrigation for this phase of Northern Parkway. Council approved a construction agreement with Pierson Construction Corporation on February 26, 2013, for the first waterline, which will deliver irrigation water to Northern Parkway landscaping between Sarival and 143<sup>rd</sup> Avenues. It is currently under construction.

On February 12, 2013, Council approved a main extension agreement with Valley Utilities Water Company, Inc. (VUWCO) to allow for construction of the second waterline. This approximately



# STAFF REPORT

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one-mile-long, 16-inch waterline will run along Dysart Road from just north of Glendale Avenue to Northern Avenue, and will deliver irrigation water to Northern Parkway landscaping between 143<sup>rd</sup> Avenue and Dysart Road.

The Engineering Department conducted a solicitation and on April 11, 2013, 10 bids were received for this project, with Kinkaid Civil Construction, LLC submitting the lowest responsive bid in the amount of \$765,775.

## **ANALYSIS**

Staff recommends Council award the bid and enter into an agreement with Kinkaid Civil Construction, LLC for construction of the Dysart waterline. Alternatives considered by staff included: (1) no landscaping and no waterline; (2) city constructs and operates its own waterline; and (3) city constructs the waterline and turns it over to VUWCO to own and operate.

A landscaping option was selected because Glendale staff believes attractive landscaping on Northern Parkway will help ensure an aesthetically pleasing roadway that will attract quality economic development to the city. Staff considered using a Glendale-owned waterline as an alternative to conveying it to VUWCO; however, owning, operating and maintaining a waterline would not be cost-effective because there are no other city waterlines in this area.

As stated in the main extension agreement with VUWCO, once construction is complete, the city will convey this waterline to VUWCO who will own, operate and maintain it. Construction of the waterline will begin in early June and should be completed by early August. Delays in approving this agreement could prevent the timely construction of the waterline and cost the city an extra \$300,000 for interim erosion control.

## **FISCAL IMPACTS**

The construction cost of this waterline is estimated at \$765,775. Staff has concluded that it will be cost-effective to turn the ownership of this waterline over to VUWCO to operate and maintain. URS Corporation, a private engineering consulting firm, analyzed the payback period for this waterline in their report entitled, "Dysart Waterline for Northern Parkway Landscape Irrigation: Refund and Cost Savings Documentation." This analysis was based on city-approved land use plans and the latest Maricopa Association of Governments socioeconomic projections for the timing of these plans. The agreement allows full recovery of the cost of the waterline based on the following:

- The main extension agreement's commitment to refund the city 20% of water fees for all waterline users for up to 30 years.



## STAFF REPORT

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- Payment from developers to hook up to the waterline, based on the Dysart Road frontage of the development, even after the city turns the waterline over to VUWCO. These payments will continue until the final development hooks up to the waterline.
- Ongoing costs that the city will not need to pay to operate and maintain this single, isolated waterline over its estimated 70-year life.

This analysis estimates the city will be repaid for the cost of this line in approximately 21 years. However, that estimate was based on a projected construction cost of \$1,038,256. The lower actual construction cost of \$765,775 will expedite the repayment period. Should development proceed more slowly than reflected in this analysis, repayment will be slowed, but as indicated above, has a very high probability of ultimately being repaid in full.

Funding is available in the FY 2012-13 capital improvement plan. The cost of the waterline will be charged to the Northern Parkway Project account (2210-65016-551200), which is GO-funded. A portion of this expenditure will be applied to the city's required local match contribution to the Northern Parkway Project.

**CONSTRUCTION AGREEMENT**

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Kinkaid Civil Construction, LLC, an Arizona limited liability company ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A ("Project")**;
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Project.**

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

**1.3 Project Team.**

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

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within sixty (60) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

3.1 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

3.3 **Compliance.** Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with

any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- 3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$765,775.00, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
  - (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
  - (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 **Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.

- (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. § 34-221(C).

**6. Termination.**

**6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

**6.2 For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

**7. Insurance.**

**7.1 Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's

liability policy providing at least the minimum benefits required by Arizona law.

- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

**7.2 Sub-contractors.**

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this

Agreement.

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

**7.3 Indemnification.**

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

- 7.4 Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

**8. Immigration Law Compliance.**

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

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

9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

10. **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.

11. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

12. **Notices.**

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

- (A) The Notice is in writing, and
- (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

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

Kinkaid Civil Construction, LLC  
Attn: Jeffrie, Borum  
4500 East Palm Street, Suite 106  
Mesa, Arizona 85277

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

City of Glendale  
Attn: Jim McMains  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

(D) **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**13. Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**14. Entire Agreement; Survival; Counterparts; Signatures.**

**14.1 Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as provided in Section 1.2. Any inconsistency between any exhibit and this Agreement will be resolved by the terms and conditions stated in this Agreement.

**14.2 Interpretation.**

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

**14.3 Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

**14.4 Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

**14.5 Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or

applicable law.

- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
- 16. **Exhibits.** In addition to the documents identified and specifically incorporated herein pursuant to Section 1.2, the following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard Bowers  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

KINKAID CIVIL CONSTRUCTION, LLC  
an Arizona limited liability company

\_\_\_\_\_  
By: Jeffrie A. Borum  
Its: Member

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO  
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. \_\_\_\_\_  
FEDERAL TAXPAYER IDENTIFICATION NO. \_\_\_\_\_

**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

This project shall consist of installing 2,596 linear feet of 16" restrained ductile iron waterline pipe, 1,840 linear feet of 16" C-905 PVC waterline pipe, six 16" gate valves, 100 feet of a 30" steel sleeve over the Dysart Drain, a fire hydrant and pavement striping in Dysart Road between Glendale Avenue and Northern Avenue.

**EXHIBIT B  
CONSTRUCTION AGREEMENT**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By bid, including all services, materials and costs.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$765,775.00.

**DETAILED PROJECT COMPENSATION**

Per Page 9 of the Bid Schedule.

**EXHIBIT C  
CONSTRUCTION AGREEMENT**

**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
- (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
- (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions**.
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **CONCESSION SERVICES LEASE AGREEMENT FOR THE FOOTHILLS RECREATION AND AQUATICS CENTER**  
Staff Contact: **Erik Strunk, Executive Director, Parks, Recreation and Library Services**

## **Purpose and Recommended Action**

This is a request for City Council to approve an annual lease agreement for seasonal concession sales at the Foothills Recreation and Aquatics Center (FRAC). The agreement would allow the vendor to provide concession services at the FRAC during the summer season. The summer season runs from late May through August.

## **Background Summary**

When the center first opened in September 2006, FRAC food and beverage services were managed and operated by using city staff. Shortly thereafter and based on the center's business plan, a professional and specialized food and beverage operator was brought in to provide a larger selection of goods with an expanded menu. It was soon discovered that concession sales at the FRAC were seasonal and that year-round operations were causing the operator to lose money. Because of the small sales revenue during the non-summer season, the previous vendor gave notice to the city of its intent to terminate the agreement.

In May 2012, a temporary, three month Request for Proposal (RFP) was advertised for the summer programming season due to the large number of users who visit the center during those months and a different vendor operated the concession area. Because it was temporary, a new RFP was issued earlier this year to provide food and beverage services at the FRAC during the summer season for a multi-year period. One qualified proposal was received and met the evaluation criteria, which included a revenue sharing percentage, menu, pricing, and references. As a result, Perfetto de Cafe, Inc. is being recommended as the most qualified vendor.

## **Previous Related Council Action**

In 2009, a contract was awarded to Perfetto de Cafe, Inc. for a year-around food and beverage operator for the FRAC.

## **Community Benefit/Public Involvement**

The FRAC is open 359 days per year and has approximately 455,000 visits. For 10 months of the year vending machines on site accommodate the daily visitors to the facility. When area schools



# CITY COUNCIL REPORT

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are dismissed for the summer, the center increases recreation programming opportunities, inside the building and outside in the aquatics area. Last summer, approximately 29,250 persons participated in the summer public swim season at the FRAC. During this timeframe, the demand for concession services increases tremendously.

## **Budget and Financial Impacts**

Perfetto de Cafe, Inc. agrees to pay the city 26% of all gross revenue during the duration of the agreement. This amounts to approximately \$5,000 of revenue generated from concession services during the summer season of providing the temporary concession services at the FRAC. All revenues will be deposited in account #1000-14720 and will assist with overall cost recovery at the FRAC.

## **Attachments**

Staff Report

Agreement



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Erik Strunk, Executive Director, Parks, Recreation and Library Services**  
Item Title: **CONCESSION SERVICES LEASE AGREEMENT FOR THE FOOTHILLS RECREATION AND AQUATICS CENTER**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

The purpose of this report is to request the City Manager forward this item to the City Council for consideration and approval of a temporary lease agreement with Perfetto de Café, Inc. The agreement would allow the vendor to provide concession services at the Foothills Recreation and Aquatics Center (FRAC) during the summer season. The summer season runs from late May through August.

## **BACKGROUND**

When first opened in September 2006, the FRAC food and beverage service was managed and operated using internal staff. In December 2008, an outside vendor, Perfetto de Café, Inc. was identified and selected to provide concession services as recommended in the original 2004 FRAC Center Business Plan. The plan recommended using a professional and specialized food and beverage operator to enhance food and beverage services by providing a larger selection of goods with an expanded menu. In 2009, through the Request for Proposal (RFP) process for a year-around food and beverage operator, the city selected Perfetto de Café, Inc. starting in October until August 2011. Due to low sales revenue during the majority of the year, Perfetto de Café, Inc. gave notice to the city of its intent to terminate the agreement. In May 2012, a temporary RFP was advertised for the summer programming season due to the high number of users who visit the center during those months. The 2012 temporary agreement was awarded to Angie's Dog Haus who provided services through the entire summer season.

A new RFP was issued to provide food and beverage services at FRAC during the summer season from approximately May through August. The new proposal offered a yearly renewal option to enhance revenue opportunities through the busy summer months. One qualified proposal was received and the vendor qualified through the evaluation criteria which included a revenue sharing percentage, menu, pricing, and references. Perfetto de Café, Inc. is interested in renewing its relationship with the FRAC due to revenue sharing possibilities during the center's busiest times.



# STAFF REPORT

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## **ANALYSIS**

The FRAC is open 359 days per year. For 10 months of the year, vending machines onsite accommodate the daily visitors to the facility. When area schools are dismissed for the summer, the center increases recreation and programming opportunities inside the building and outside in the aquatics area. The demand for concession services increases tremendously. In an attempt to satisfy customer needs, additional food and beverage choices are being made available for the approximately 800 daily visitors.

It is recommended that City Council approve the concession proposal to allow the FRAC the opportunity to provide additional food and beverage choices to the FRAC visitors. In addition, FRAC will generate revenue while providing this service to its patrons.

## **FISCAL IMPACTS**

Perfetto de Café, Inc. agrees to pay the city 26% of all gross revenue during the duration of the agreement. This amounts to approximately \$5,000 of revenue generated from concession services during the summer season in providing the temporary concession services to FRAC. All revenues will be deposited in account #1000-14720 and will assist with overall cost recovery at the FRAC.

**AGREEMENT FOR**  
**Summer Concessions at the Foothills Recreation and Aquatics Center**  
**City of Glendale RFP 13-31**

This Agreement for Summer Concessions at the Foothills Recreation and Aquatics Center ("Agreement") is effective and entered into between City of Glendale, an Arizona municipal corporation ("City"), and Perfetto de Café, Inc., an Arizona corporation authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public that is more fully set forth in **Exhibit A**, pursuant to City of Glendale RFP 13-31 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
    - (2) The City must approve the designated Project Manager; and
    - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
  - b. Project Team.
    - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
  - c. Discharge, Reassign, Replacement.
    - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$26% of gross monthly sales, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance");

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

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

- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

## 8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

## 8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

## 9. **Immigration Law Compliance.**

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

- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **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.

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); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Perfetto de Café  
c/o Susan Phelen  
19011 North 19<sup>th</sup> Place  
Phoenix, Arizona 85024

- 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 Chris Gallagher  
5850 West Glendale Avenue  
Glendale, Arizona 85301  
623-930-4334

With required copy to:

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

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

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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 deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

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

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

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard Bowers  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

Perfetto de Café,

\_\_\_\_\_  
By: Susan Phelan  
Its: Owner

**EXHIBIT A**

**Summer Concessions at the Foothills Recreation and Aquatics Center**

**City of Glendale RFP 13-31**

**PROJECT**

Contractor, Perfeto de Café, Inc., will provide food and drink concession service at the Foothills Recreation and Aquatics Center for the 2013 summer season as set forth in RFP 13-31.

**EXHIBIT B**

**Summer Concessions at the Foothills Recreation and Aquatics Center  
City of Glendale RFP 13-31**

**METHOD AND AMOUNT OF COMPENSATION**

Under RFP 13-31, the Contractor, Perfeto de Café will pay the City 26% of the gross sales from the concession area at the Foothills Recreation and Aquatics Center.

**DETAILED PROJECT COMPENSATION**

The authorized representative for the Contractor, Perfeto de Café Inc., must meet weekly with the City's representative to calculate the percentage from gross sales receipts to be paid to the City as set forth in RFP 13-31.

## EXHIBIT C

### Summer Concessions at the Foothills Recreation and Aquatics Center City of Glendale RFP 13-31

#### DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions**.
  - 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
  - 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
  - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **ANNEXATION APPLICATION AN-189: LITCHFIELD ROAD AND BETHANY HOME ROAD (ORDINANCE) (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 and adopt an annexation ordinance for Annexation Area No. 189 (AN-189) as required by state statute. The annexation is approximately 167 acres in size located at the northwest and southwest corners of Litchfield Road and Bethany Home Road.

## **Background Summary**

This annexation will implement Council direction as adopted in the Annexation Policy to consider annexation requests anywhere within the Municipal Planning Area.

This annexation involves property owned by a single owner. To encourage the development of this property and the creation of jobs, two parcels which are completely surrounded by the proposed annexation but which have different property owners, are excluded from this annexation request.

A small portion of the annexation request is within the Luke Air Force Base 65 ldn noise contour lines developed by the application of day/night average sound level of sound methodology (ldn). Development of the property for industrial and warehouse uses, both within and outside of the 65 ldn will be compatible with the mission of Luke Air Force Base.

This represents an opportunity for Glendale to continue to protect Luke Air Force Base by controlling the land uses and the type of development that will take place in the area and ensure that one of Arizona's most important economic engines is surrounded by compatible land uses in the future.

There are currently no constructed buildings on the annexation area. The property will be developed as an industrial park in the future, and the developer will be responsible for ensuring that all required noise mitigation measures are installed as part of the development of the property.



# CITY COUNCIL REPORT

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The area is designated Light Industrial (LI) and Luke Compatible Land Use (LCLU) on the General Plan. The zoning district which implements the Light Industrial and Luke Compatible Land Use designations is M-1 (Light Industrial).

Currently, the immediate northwest and southwest corners of Litchfield Road and Bethany Home Road are zoned C-3 (Heavy Commercial) and the remainder of 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 districts are C-3 (Heavy Commercial) and 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-1 (Light Industrial). This rezoning request will be brought forward to Council immediately after the annexation request.

Per past Council direction, Glendale will not provide water and sewer service west of 115<sup>th</sup> Avenue. In keeping with the adopted Annexation Policy, viable private companies will provide water and sewer service 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 Liberty Utilities, and will be served with water provided by this private provider.

The property is not within the certificated service area of any sewer provider at present; however, the property is adjacent to the certificated sewer service area of Liberty Utilities. The applicant and Liberty Utilities are working together to expand Liberty's certificated sewer service area, including the approval of a MAG 208 amendment to establish Liberty Utilities as the designated sewer provider, so that sewer service to this area can be established at time of development. Thus, the provision of water and wastewater service 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 in that 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.

The property is not in a floodway. As part of the development of the property, all drainage and retention requirements of the city will be met.



# CITY COUNCIL REPORT

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## **Previous Related Council Action**

City Council completed the “strip annexation” in 1978. As a result of this and previous annexation actions further east, the city limits of Glendale generally surround an unincorporated area located between Peoria Avenue, Dysart Road, Camelback Road and Perryville Road.

In 1992, City Council approved the annexation of a ten foot strip on the south side of this annexation request. This action preserved the integrity of the City of Glendale’s strip annexation area and allowed for the subsequent deannexation of property to the south from the City of Glendale to the City of Litchfield Park, which facilitated the development of residential, multi-family, health care, and office uses north of Camelback Road in the City of Litchfield Park.

In 1995, the City of Glendale annexed Luke Air Force Base. As part of that annexation, the City of Glendale annexed the alignment of Bethany Home Road through this property, dividing the property into two unincorporated parts, and also as a part of that annexation, the right-of-way of Litchfield Road to the east of this property was brought within the Glendale city limits.

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 115<sup>th</sup> 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.

At Council Workshop on February 5, 2013 Council provided guidance to continue with the annexation process for AN-189. A City Council public hearing on the blank annexation petition was held on March 26, 2013. No public comments were received at that meeting.

## **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. This is an opportunity to develop an employment base in this portion of Glendale. This annexation will bring a large area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

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



# CITY COUNCIL REPORT

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County. These improvements may include improvements to Litchfield Road and a traffic signal at the intersection of Litchfield Road and Bethany Home Road as determined by the City of Glendale Transportation Department.

Once annexed, the development of the site will require the city to provide services. 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. The applicant completed a fiscal analysis which demonstrated the costs for the city will be substantially less than the direct revenues to the city once the project is developed. The fiscal impacts include the general fund, streets, transportation sales tax, and police and fire special revenue funds.

The fiscal analysis found that the long term net impacts for the development are projected to be positive at \$184,000 per year. In the short term, the impacts fluctuate depending on the projected level of construction activity, but remain positive throughout the period. 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.

This is an opportunity to develop an employment base in this portion of Glendale, and this annexation will bring a large area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

The blank annexation petition was signed by the property owner on April 8, 2013 and the signed annexation petition was recorded with the Maricopa County Recorder on April 12, 2013.

A public notice for the City Council public hearing for the Ordinance Adoption was posted in the *Glendale Star* on April 25, 2013, and the property was posted on April 25, 2013. No comments have been received.

The next step in the process is for the City Council to hold a public hearing and adopt an Ordinance annexing the property.

## **Attachments**

Staff Report

Proposed Annexation Map

Ordinance

Aerial Annexation Map

Fiscal Impact Report



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Jon M. Froke, AICP, Planning Director**  
Item Title: **ANNEXATION APPLICATION AN-189: LITCHFIELD ROAD AND BETHANY HOME ROAD (ORDINANCE) (PUBLIC HEARING REQUIRED)**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

This report contains information on the proposed annexation request for approximately 167 acres of privately owned land located at the northwest and southwest corners of Litchfield Road and Bethany Home Road. The purpose of this report is to provide a summary of the staff study and analysis of this annexation request and to recommend moving it forward with the annexation process in accordance with the procedure outlined in state statutes. The specific request is for the City Manager to forward to City Council an ordinance annexing the property for Council consideration and adoption.

## **BACKGROUND**

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

This annexation will implement Council direction as adopted in the Annexation Policy to consider annexation requests anywhere within the Municipal Planning Area.

This represents an opportunity for Glendale to continue to protect Luke Air Force Base by controlling land uses and type of development that will take place in the area and ensure one of Arizona's most important economic engines is surrounded by compatible land uses in the future.

City Council completed the "strip annexation" in 1978. As a result of this and previous annexation actions further east, the city limits of Glendale generally surround an unincorporated area located between Peoria Avenue, Dysart Road, Camelback Road and Perryville Road.



## STAFF REPORT

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In 1992, City Council approved the annexation of a 10 foot strip on the south side of this annexation request. In 1995, the City of Glendale annexed Luke Air Force Base. As part of that annexation, the City of Glendale annexed the alignment of Bethany Home Road through this property, dividing the property into two unincorporated parts, and also as a part of that annexation, the right-of-way of Litchfield Road to the east of this property was brought within the Glendale city limits.

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 115<sup>th</sup> 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.

Per past Council direction, Glendale will not provide water and sewer service west of 115<sup>th</sup> Avenue. In keeping with the adopted Annexation Policy, viable private companies will provide water and sewer service 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 Liberty Utilities, and will be served with water provided by this private provider.

The property is not within the certificated service area of any sewer provider at present; however, the property is adjacent to the certificated sewer service area of Liberty Utilities. The applicant and Liberty Utilities are working together to expand Liberty's certificated sewer service area, including the approval of a MAG 208 amendment to establish Liberty Utilities as the designated sewer provider, consequently sewer service to this area can be established at time of development. Thus, the provision of water and wastewater service to this area will be the responsibility of a viable private provider, and not the City of Glendale municipal utility system.

### **ANALYSIS**

Staff recommends that this area be annexed to allow future growth and employment opportunities for Glendale while also protecting Luke Air Force Base operations into the future.

This annexation involves property owned by a single owner. To encourage the development of this property and the creation of jobs, two parcels which are completely surrounded by the proposed annexation but which have different property owners, are excluded from this annexation request.



## STAFF REPORT

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This is an opportunity to develop an employment base in this portion of Glendale, and this annexation will bring a large area for future industrial development into the corporate limits of the city, rather than having new development under Maricopa County jurisdiction.

The area is designated Light Industrial (LI) and Luke Compatible Land Use (LCLU) on the General Plan. The zoning district which implements the Light Industrial and Luke Compatible Land Use designations is M-1 (Light Industrial).

Currently, the immediate northwest and southwest corners of Litchfield Road and Bethany Home Road are zoned C-3 (Heavy Commercial) and the remainder of 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 comparable Glendale zoning districts are C-3 (Heavy Commercial) and A-1 (Agricultural). This process will occur simultaneously with the annexation.

Staff is also processing a rezoning request which will rezone the property to M-1 (Light Industrial). The M-1 zoning is consistent with the Glendale General Plan. It is the intent of staff and the applicant to bring forward this rezoning request immediately after the annexation request.

Once annexed, the development of the site will require the city to provide police, fire, and may provide sanitation services. Since the property currently has no buildings, the city has the opportunity to work with the applicant at the time of zoning to best plan for the emergency response and sanitation needs. The applicant completed a fiscal analysis which demonstrated the costs for the city to service this area will be substantially less than the direct revenue to the city once the project is developed. The fiscal impacts include the General Fund, streets, transportation, sales tax and police and fire special revenue funds. The fiscal analysis found that the long term net impacts for the development are projected to be positive at \$184,000 per year. In the short term, the impacts fluctuate depending on the projected level of construction activity, but remaining positive throughout the period.

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. These improvements may include improvements to Litchfield Road and a traffic signal at the intersection of Litchfield Road and Bethany Home Road as determined by the City of Glendale Transportation Department.

A small portion of the annexation request is within the Luke Air Force Base 65 ldn noise contour lines developed by the application of day/night average sound level of sound methodology (ldn). Development of the property for industrial and warehouse uses, both within and outside of the 65 ldn, will be compatible with the mission of Luke Air Force Base.



## STAFF REPORT

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Staff recommends this area be annexed to allow future growth and employment opportunities for Glendale while simultaneously protecting Luke Air Force Base operations. The annexation of the area would ensure city review of all development for compatibility with the mission of Luke Air Force Base.

The property will be developed as an industrial park in the future, and the developer will be responsible for ensuring that all required noise mitigation measures are installed as part of the development of the property.

Annexation of this area allows Glendale to control the land uses and development patterns in and around Luke Air Force Base. By doing so, Glendale will no longer rely on Maricopa County for land use decisions in this area. 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.

The provision of providing water and sewer services in the area by viable private providers benefits the city in that 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.

The property is not in a floodway. As part of the development of the property, all drainage and retention requirements of the city will be met.

At Council Workshop on February 5, 2013, Council provided guidance to continue with the annexation process for AN-189. A City Council public hearing on the blank annexation petition was held on March 26, 2013. No public comments were received at that meeting.

The blank annexation petition was signed by the property owner on April 8, 2013 and the signed annexation petition was recorded with the Maricopa County Recorder on April 12, 2013.

A public notice for the City Council public hearing for the ordinance adoption was posted in the *Glendale Star* on April 25, 2013, and the property was posted on April 25, 2013. No comments have been received.

The next step in the process is for the City Council to hold a public hearing and adopt an ordinance annexing the property.

ORDINANCE NO. 2842 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, SECTION 9-471, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY LOCATED WITHIN AN EXISTING COUNTY ISLAND OF THE CITY OF GLENDALE CONSISTING OF APPROXIMATELY 167 ACRES AT THE NORTHWEST AND SOUTHWEST CORNERS OF LITCHFIELD ROAD AND BETHANY HOME ROAD TO BE KNOWN AS ANNEXATION AREA NO. 189.

WHEREAS, the City of Glendale on March 1, 2013 filed in the Maricopa County Recorder's Office a blank petition requesting annexation and setting forth a description and an accurate map of all the exterior boundaries of the territory located within an existing county island of the City to be annexed;

WHEREAS, after filing the blank petition, the City of Glendale held a public hearing on March 26, 2013 to discuss the annexation proposal. The public hearing was held in accordance with applicable state law;

WHEREAS, signatures on petitions filed for annexation were not obtained for a waiting period of thirty (30) days after the filing of the blank petition;

WHEREAS, within one year after the last day of the thirty (30) day waiting period, a petition in writing was circulated and signed by 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, as shown by the last assessment of the property, and filed in the office of the Maricopa County Recorder's Office on April 12, 2013;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed were made after the petition had been signed by a property owner;

WHEREAS, all information contained in the filings, the notices, the petition, tax and property rolls and other matters regarding a proposed or final annexation were made available by the Clerk of the City of Glendale for public inspection during regular business hours;

WHEREAS, a zoning classification which permits densities and uses no greater than those permitted by the county immediately prior to annexation will be applied by the City of Glendale to the annexation area; and

WHEREAS, the Mayor and Council of the City of Glendale, Arizona are desirous of complying with said petitions and extending and increasing the corporate limits of the City of Glendale to include said territory.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Glendale, and that the present corporate limits be extended and increased to include the following described territory contiguous to the present City limits of Glendale, to wit:

(See Exhibit "A" attached hereto  
and incorporated herein by this reference.)

SECTION 2. That the City of Glendale zoning classification of A-1 (Agricultural) be applied to the territory described in Exhibit "B" in accordance with Arizona Revised Statutes Sec. 9-471(L) and that the effective date of this classification shall be the same as the effective date of this annexation ordinance.

(See Exhibit "B" attached hereto  
and incorporated herein by this reference.)

SECTION 3. That the City of Glendale zoning classification of C-3 (Heavy Commercial) be applied to the territory described in Exhibit "C" in accordance with Arizona Revised Statutes Sec. 9-471(L) and that the effective date of this classification shall be the same as the effective date of this annexation ordinance.

(See Exhibit "C" attached hereto  
and incorporated herein by this reference.)

SECTION 4. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Glendale, certified by the Mayor and Council of said City, be forthwith filed and recorded in the office of the Maricopa County Recorder of Maricopa County, 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:

---

Acting City Attorney

REVIEWED BY:

---

Acting City Manager

a\_bhr\_litchfield

## EXHIBIT A

A portion of Section 9 and a portion of Section 16 all within Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 9;  
Thence South 00 degrees 04 minutes 10 seconds West along the East line of said Section 9, a distance of 209.03 feet to the True Point of Beginning of the herein described parcel;  
Thence North 88 degrees 53 minutes 38 seconds West, a distance of 2254.56 feet;  
Thence South 00 degrees 12 minutes 21 seconds West, a distance of 1002.32 feet to a point on a curve, concave Southeasterly, having a radius of 6500.00 feet and whose center bears south 49 degrees 57 minutes 28 seconds East from the last described point;  
Thence Southwesterly along the arc of said curve, through a central angle of 01 degree 02 minutes 36 seconds, an arc length of 118.38 feet to a point of non-tangency;  
Thence South 00 degrees 12 minutes 21 seconds West, a distance of 946.92 feet;  
Thence South 89 degrees 55 minutes 50 seconds East, a distance of 229.06 feet;  
Thence South 00 degrees 04 minutes 10 seconds West, a distance of 1670.68 feet;  
Thence South 89 degrees 06 minutes 42 seconds East, a distance of 2104.77 feet to a point on the East line of said Section 16;  
Thence North 00 degrees 05 minutes 21 seconds East along said East line, a distance of 20.00 feet;  
Thence North 89 degrees 06 minutes 42 seconds West along the boundary line of that certain parcel as described in document Number 2008-0090066, Records of Maricopa County, Arizona, a distance of 520.63 feet to a point of a curve, concave Northeasterly, having a radius of 373.00 feet;  
Thence Northwesterly along the arc of said curve and continuing along said boundary line, through a central angle of 22 degrees 02 minutes 50 seconds, an arc length of 143.53 feet to a point of tangency;  
Thence North 67 degrees 03 minutes 52 seconds West and continuing along said boundary line, a distance of 44.39 feet to a point of a curve, concave Northeasterly, having a radius of 373.00 feet;  
Thence Northwesterly along the arc of said curve and continuing along said boundary line, through a central angle of 24 degrees 03 minutes 50 seconds, an arc length of 156.66 feet;  
Thence North 43 degrees 00 minutes 02 seconds West and continuing along said boundary line, a distance of 64.68 feet;  
Thence North 35 degrees 46 minutes 14 seconds East and continuing along said boundary line, a distance of 390.67 feet;  
Thence South 89 degrees 54 minutes 39 seconds East and continuing along said boundary line, a distance of 645.00 feet to a point on the East line of said Section 16;  
Thence North 00 degrees 05 minutes 21 seconds East along said East line and departing said boundary line, a distance of 769.53 feet to the Northeast Corner of said Section 16, said point being in common with the Southeast Corner of said Section 9;  
Thence North 00 degrees 04 minutes 10 seconds East along the East line of said Section 9, a distance of 2403.87 feet to the true point of beginning,

Except the East 55.00 feet thereof, and

Except the South 10.00 feet of the North half of the North half of said Section 16, previously annexed to the City of Glendale by Ordinance Number 1728 New Series, and

Except the North 33.00 feet of said Section 16, previously annexed to the City of Glendale by Ordinance Number 1846 New Series, and

Except the South 33.00 feet of said Section 9, previously annexed to the City of Glendale by Ordinance Number 1846 New Series, and

Except the following described parcel;

Beginning at the Northeast corner of said Section 16;

Thence South 00 degrees 05 minutes 21 seconds West along the East line of said Section 16, a distance of 769.53 feet;

Thence North 89 degrees 54 minutes 39 seconds West, a distance of 645.00 feet;

Thence South 35 degrees 46 minutes 14 seconds West, a distance of 390.67 feet;

Thence North 43 degrees 00 minutes 02 seconds West, a distance of 225.08 feet;

Thence North 49 degrees 11 minutes 05 seconds West, a distance of 118.94 feet;

Thence North 53 degrees 00 minutes 21 seconds West, a distance of 111.00 feet to the true point of beginning of the herein described parcel, said parcel being that certain parcel as described in document number 1995-0190869, records of Maricopa County, Arizona;

Thence South 39 degrees 44 minutes 37 seconds West, a distance of 18.02 feet;

Thence South 53 degrees 00 minutes 21 seconds East, a distance of 50.38 feet;

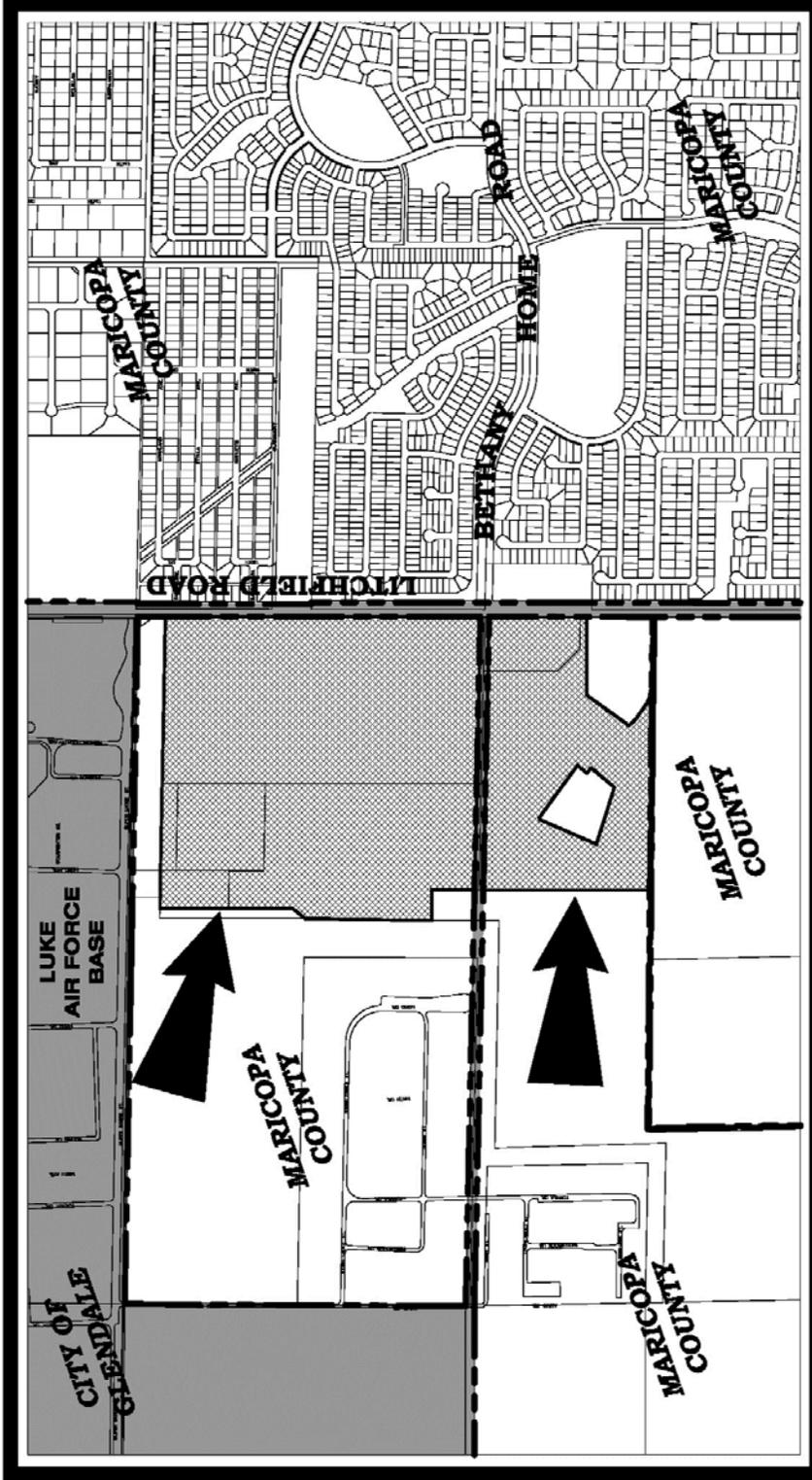
Thence South 39 degrees 44 minutes 37 seconds West, a distance of 229.25 feet;

Thence North 72 degrees 33 minutes 57 seconds West, a distance of 450.00 feet;

Thence North 23 degrees 33 minutes 07 seconds East, a distance of 476.74 feet;

Thence South 54 degrees 00 minutes 23 seconds East, a distance of 500.00 feet;

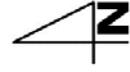
Thence South 39 degrees 44 minutes 37 seconds West, a distance of 74.85 feet to the true point of beginning.



**CASE NO. AN-189**

**PROPOSED ANNEXATION OF APPROXIMATELY 167 ACRES  
AT THE NORTHWEST AND SOUTHWEST CORNERS OF LITCHFIELD  
ROAD AND BETHANY HOME ROAD.**

- Glendale City Boundaries
- City of Glendale
- ▨ Proposed Annexation



## EXHIBIT B

A portion of Section 9 and a portion of Section 16 all within Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 9;  
Thence South 00 degrees 04 minutes 10 seconds West along the East line of said Section 9, a distance of 209.03 feet to the True Point of Beginning of the herein described parcel;  
Thence North 88 degrees 53 minutes 38 seconds West, a distance of 2254.56 feet;  
Thence South 00 degrees 12 minutes 21 seconds West, a distance of 1002.32 feet to a point on a curve, concave Southeasterly, having a radius of 6500.00 feet and whose center bears south 49 degrees 57 minutes 28 seconds East from the last described point;  
Thence Southwesterly along the arc of said curve, through a central angle of 01 degree 02 minutes 36 seconds, an arc length of 118.38 feet to a point of non-tangency;  
Thence South 00 degrees 12 minutes 21 seconds West, a distance of 946.92 feet;  
Thence South 89 degrees 55 minutes 50 seconds East, a distance of 229.06 feet;  
Thence South 00 degrees 04 minutes 10 seconds West, a distance of 1670.68 feet;  
Thence South 89 degrees 06 minutes 42 seconds East, a distance of 2104.77 feet to a point on the East line of said Section 16;  
Thence North 00 degrees 05 minutes 21 seconds East along said East line, a distance of 20.00 feet;  
Thence North 89 degrees 06 minutes 42 seconds West along the boundary line of that certain parcel as described in document Number 2008-0090066, Records of Maricopa County, Arizona, a distance of 520.63 feet to a point of a curve, concave Northeasterly, having a radius of 373.00 feet;  
Thence Northwesterly along the arc of said curve and continuing along said boundary line, through a central angle of 22 degrees 02 minutes 50 seconds, an arc length of 143.53 feet to a point of tangency;  
Thence North 67 degrees 03 minutes 52 seconds West and continuing along said boundary line, a distance of 44.39 feet to a point of a curve, concave Northeasterly, having a radius of 373.00 feet;  
Thence Northwesterly along the arc of said curve and continuing along said boundary line, through a central angle of 24 degrees 03 minutes 50 seconds, an arc length of 156.66 feet;  
Thence North 43 degrees 00 minutes 02 seconds West and continuing along said boundary line, a distance of 64.68 feet;  
Thence North 35 degrees 46 minutes 14 seconds East and continuing along said boundary line, a distance of 390.67 feet;  
Thence South 89 degrees 54 minutes 39 seconds East and continuing along said boundary line, a distance of 645.00 feet to a point on the East line of said Section 16;  
Thence North 00 degrees 05 minutes 21 seconds East along said East line and departing said boundary line, a distance of 769.53 feet to the Northeast Corner of said Section 16, said point being in common with the Southeast Corner of said Section 9;  
Thence North 00 degrees 04 minutes 10 seconds East along the East line of said Section 9, a distance of 2403.87 feet to the true point of beginning,  
Except the East 55.00 feet thereof, and

Except the South 10.00 feet of the North half of the North half of said Section 16, previously annexed to the City of Glendale by Ordinance Number 1728 New Series, and

Except the North 33.00 feet of said Section 16, previously annexed to the City of Glendale by Ordinance Number 1846 New Series, and

Except the South 33.00 feet of said Section 9, previously annexed to the City of Glendale by Ordinance Number 1846 New Series, and

Except the following described parcel;

Beginning at the Northeast corner of said Section 16;

Thence South 00 degrees 05 minutes 21 seconds West along the East line of said Section 16, a distance of 769.53 feet;

Thence North 89 degrees 54 minutes 39 seconds West, a distance of 645.00 feet;

Thence South 35 degrees 46 minutes 14 seconds West, a distance of 390.67 feet;

Thence North 43 degrees 00 minutes 02 seconds West, a distance of 225.08 feet;

Thence North 49 degrees 11 minutes 05 seconds West, a distance of 118.94 feet;

Thence North 53 degrees 00 minutes 21 seconds West, a distance of 111.00 feet to the true point of beginning of the herein described parcel, said parcel being that certain parcel as described in document number 1995-0190869, records of Maricopa County, Arizona;

Thence South 39 degrees 44 minutes 37 seconds West, a distance of 18.02 feet;

Thence South 53 degrees 00 minutes 21 seconds East, a distance of 50.38 feet;

Thence South 39 degrees 44 minutes 37 seconds West, a distance of 229.25 feet;

Thence North 72 degrees 33 minutes 57 seconds West, a distance of 450.00 feet;

Thence North 23 degrees 33 minutes 07 seconds East, a distance of 476.74 feet;

Thence South 54 degrees 00 minutes 23 seconds East, a distance of 500.00 feet;

Thence South 39 degrees 44 minutes 37 seconds West, a distance of 74.85 feet to the true point of beginning.

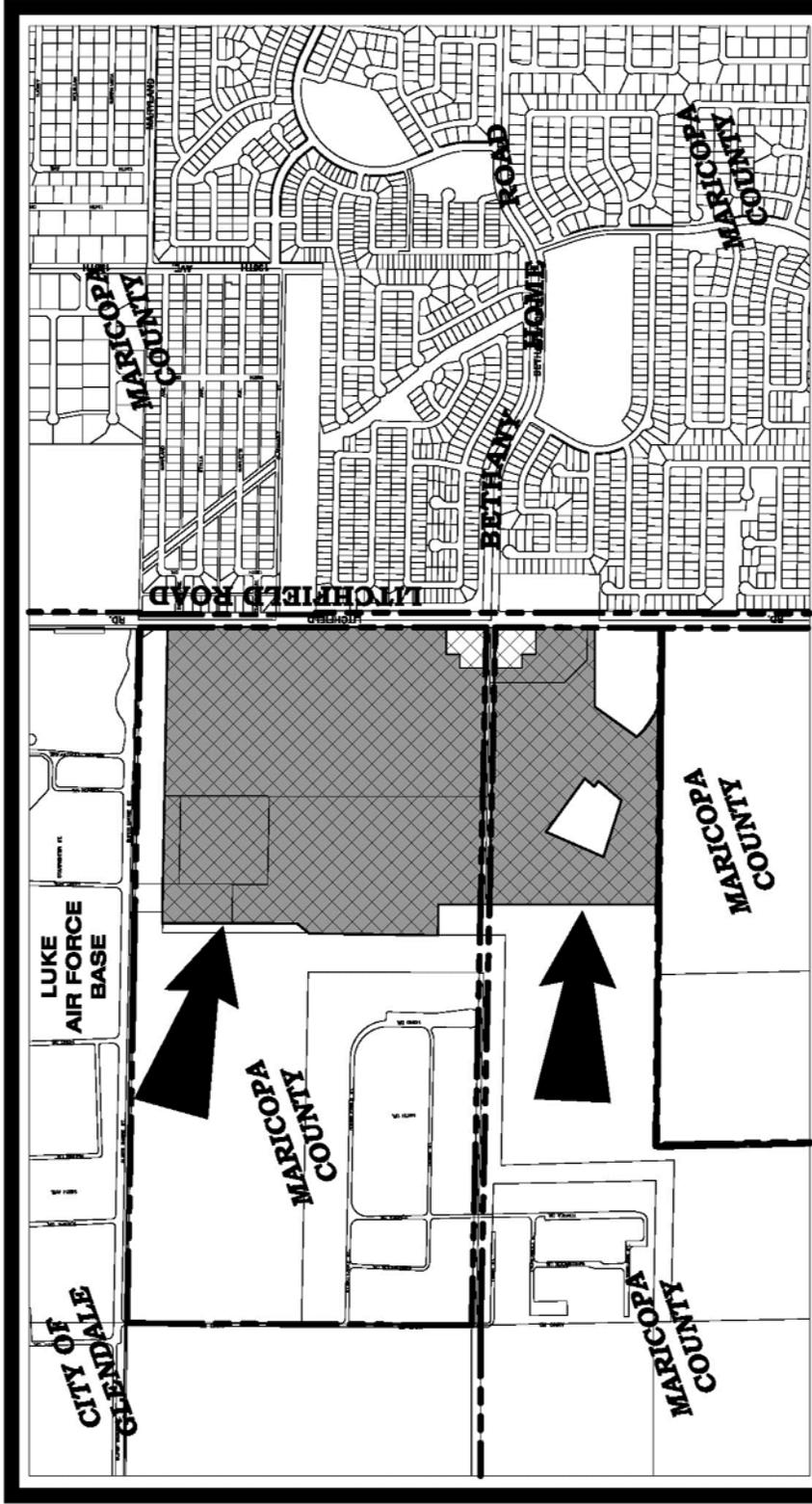
And Except a portion of Section 9 and a portion of Section 16 all within Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

The North 300 feet of the South 333 feet of the East 233 feet of said Section 9;  
Except the East 55 feet thereof;

And the North 200 feet of the South 233 feet of the East 333 feet of said Section 9;  
Except the East 233 feet thereof;

And the South 300 feet of the North 333 feet of the East 233 feet of said Section 16  
Except the East 55 feet thereof;

And the South 200 feet of the North 233 feet of the East 333 feet of said Section 16;  
Except the East 233 feet thereof.



**EXHIBIT "B"  
CONTINUED**

**CASE NO. AN-189**

**PROPOSED ANNEXATION OF APPROXIMATELY 167 ACRES  
AT THE NORTHWEST AND SOUTHWEST CORNERS OF LITCHFIELD  
ROAD AND BETHANY HOME ROAD.**



Proposed Annexation

Portion Proposed A-1 (Agricultural)



EXHIBIT C

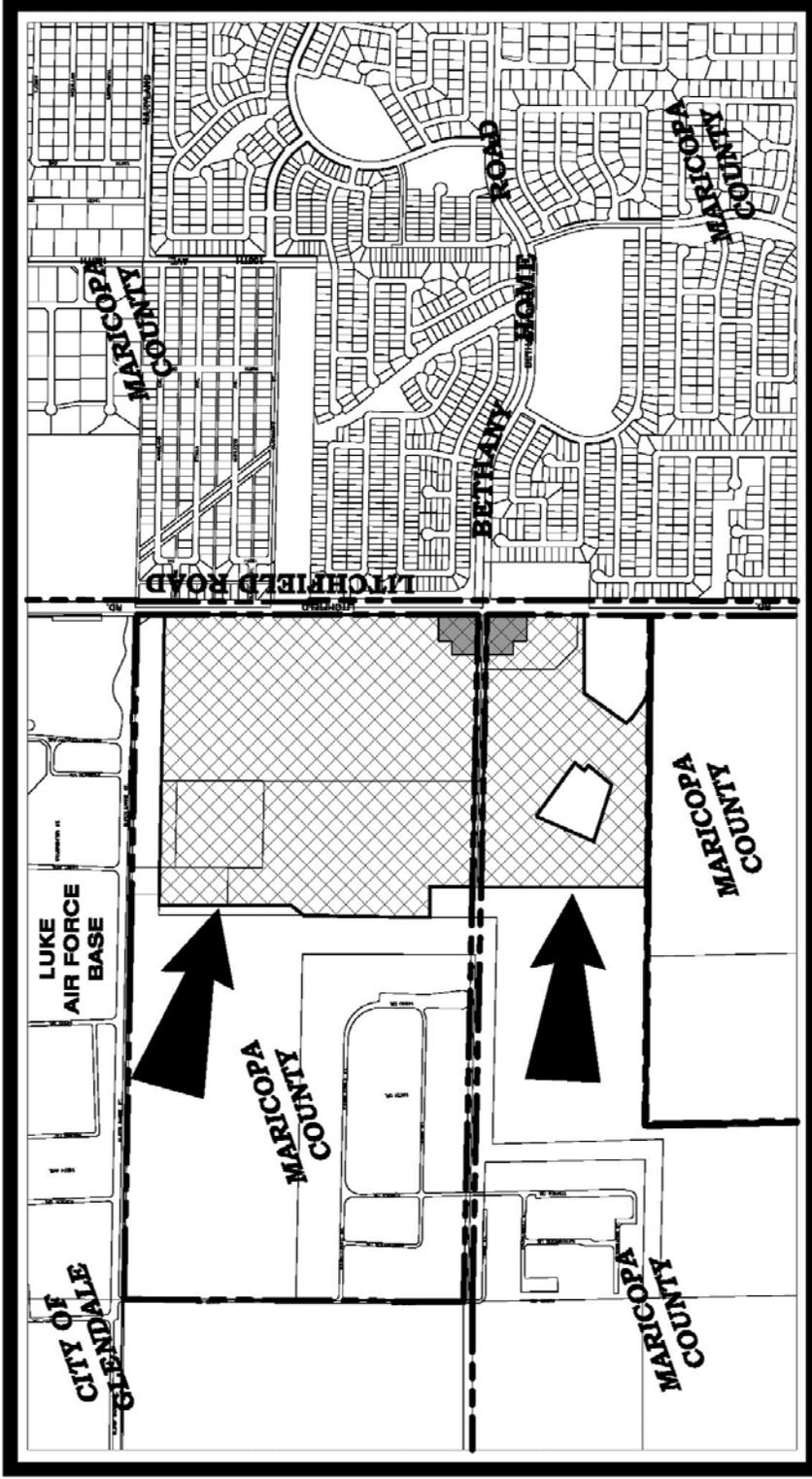
A portion of Section 9 and a portion of Section 16 all within Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

The North 300 feet of the South 333 feet of the East 233 feet of said Section 9;  
Except the East 55 feet thereof;

And the North 200 feet of the South 233 feet of the East 333 feet of said Section 9;  
Except the East 233 feet thereof;

And the South 300 feet of the North 333 feet of the East 233 feet of said Section 16  
Except the East 55 feet thereof;

And the South 200 feet of the North 233 feet of the East 333 feet of said Section 16;  
Except the East 233 feet thereof.



**EXHIBIT "C"  
CONTINUED**

**CASE NO. AN-189**

**PROPOSED ANNEXATION OF APPROXIMATELY 167 ACRES  
AT THE NORTHWEST AND SOUTHWEST CORNERS OF LITCHFIELD  
ROAD AND BETHANY HOME ROAD.**



-  Proposed Annexation
-  Portion Proposed C-3 (Commercial)

**FISCAL IMPACTS OF THE  
LUKE LAND INDUSTRIAL PARK  
ANNEXATION AREA  
ON THE CITY OF GLENDALE**

**NOVEMBER 2012**

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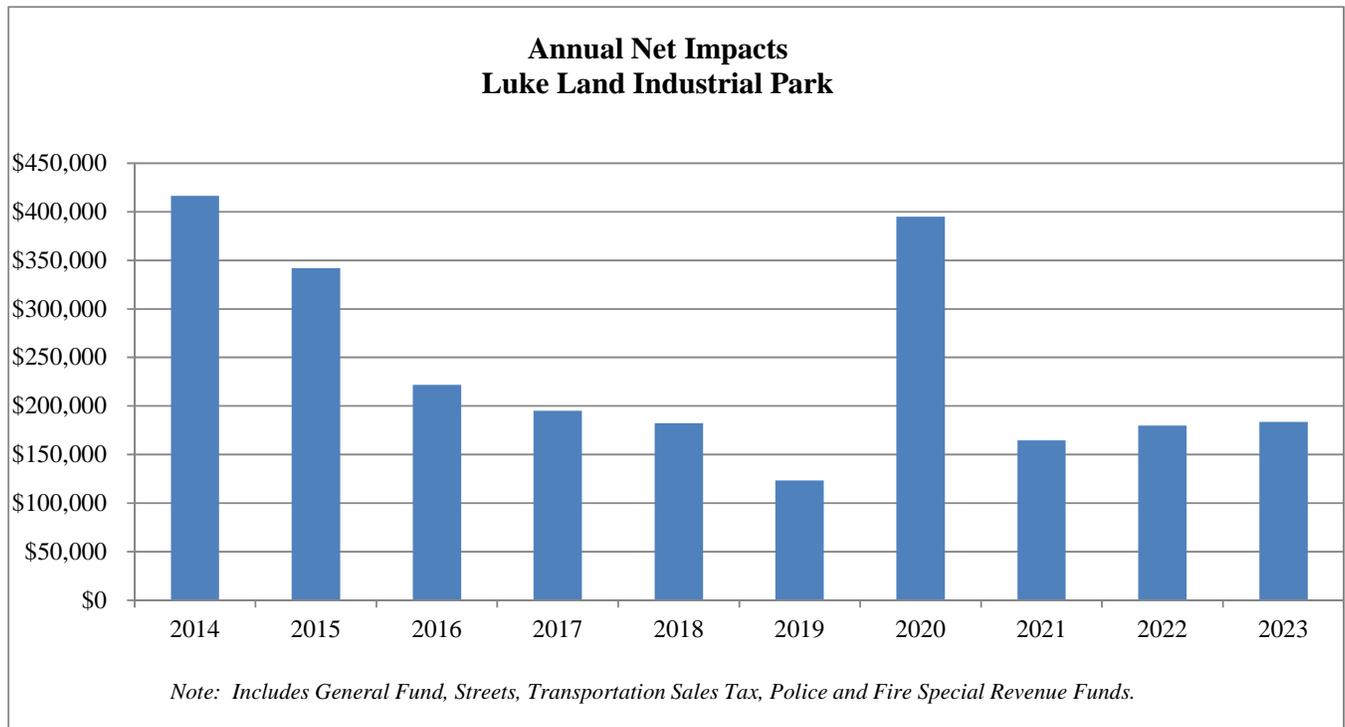
# ***EXECUTIVE SUMMARY***

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This analysis demonstrates the potential socioeconomic and fiscal impacts of the Luke Land Industrial Park annexation area on the City of Glendale. The annexation area, which includes 170.7 acres, is located southeast of Luke Air Force Base on the west side of Litchfield Road at Bethany Home Road. The majority of the site is located outside the Luke Air Force Base noise contours. The proposed future land use for the area would be light industrial (M-1), which would allow for a mix of industrial, warehouse and business park development. Kodiak Fresh Produce is currently under contract to purchase a 40 acre site within the annexation area for warehousing and distribution.

The following is a summary of the net fiscal impacts of this proposed annexation area on the City of Glendale. The fiscal impacts include the General Fund, Streets, Transportation Sales Tax and Police and Fire Special Revenue Funds. This study focuses on operations and maintenance revenues and expenditures. However, if annexed, this area may require other infrastructure improvements to bring it up to current city standards. The cost of these improvements is not included in the fiscal impacts.

The analysis includes annual impacts over a ten year period, during which time the industrial park would likely be built out. The long term net impacts for Luke Land Industrial Park are projected to be positive at \$184,000 per year (Figure 1). In the interim years, the impacts fluctuate depending on the projected level of construction activity, but remain positive throughout the period.



## ***1.0 INTRODUCTION***

---

This analysis demonstrates the potential socioeconomic and fiscal impacts of the Luke Land Industrial Park annexation area on the City of Glendale. This 170.7 acre area, shown in Figure 2, is located west of Litchfield Road, north and south of the Bethany Home Road alignment. It abuts Luke Air Force Base to the west and north.

The property is currently undeveloped but is projected to include a mix of industrial and warehouse space under an M-1 light industrial zoning. Only a small corner of the site is located within the Luke Compatible Land Use area. The mix of development that is projected for the Luke Land Industrial Park could result in an estimated 2.01 million square feet of built space and total employment of about 1,900 by build out.

The information and observations contained in this report are based on our present knowledge of the components of development, and of the current physical, socioeconomic and fiscal conditions of the affected areas. Projections made in this report are based on hypothetical assumptions and current public finance policies. However, even if the assumptions outlined in this report were to occur, there will usually be differences between the projections and the actual results because events and circumstances frequently do not occur as expected. This analysis is based on the best available information and is intended to aid the City of Glendale in making decisions relative to the proposed development. All dollar figures should be interpreted as order of magnitude estimates only.

**FIGURE 2  
STUDY AREA**



**LUKE LAND  
INDUSTRIAL PARK**

**VICINITY  
MAP**



**GILMORE PARSONS**

LAND DESIGN GROUP  
2211 N. 7th Street, Phoenix, Az 85006  
T 602.266.5622 F 602.266.5707  
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**GLENDALE, AZ**

PREPARED FOR: LITCHFIELD & BETHANY HOME LLC

SCALE: NTS  
DATE: 09.05.12  
GP JOB# 12037



NORTH

**EXHIBIT #1**

## **1.1 General Approach**

The impact assessment includes revenues and expenditures associated with future development in the annexation area. It does not specifically include capital costs for new or replacement infrastructure, but does include relevant maintenance costs for items such as new streets. The analysis includes the General Fund, Streets, Transportation Sales Tax and Police and Fire Special Revenue Funds.

The basic approach for the analysis is to determine the level and character of future development (measured in building square footage, employment, road miles, etc.), and then to model the revenues and expenditures likely to be associated with that development. Current and historical budgets for the city were reviewed to identify revenue and expenditure line items that would be impacted by the annexation. Once identified, each line item was analyzed to identify a socioeconomic factor that could be used to predict a corresponding impact for the annexation area. For example, road miles are a good indicator of the cost of street maintenance. Therefore, by knowing the number of new road miles in the annexation area at any point in time, one could estimate the related costs in transportation and field operations departments. Many of the services provided by the city are utilized by both residents and businesses, thus population and employment are drivers for a number of revenue and expenditure items.

## **1.2 Report Organization**

The balance of this report is divided into two sections. Section 2.0 details the methodology and assumptions used in calculating the development characteristics and the fiscal assumptions used to develop the model. Section 3.0 describes the results of the fiscal impact analysis for the annexation area.

## 2.0 METHODOLOGY

### 2.1 Development Characteristics

This chapter describes the methodology used in developing the fiscal impact model and development assumptions. In order to analyze the fiscal impacts of annexation, it was necessary to create assumptions about the Luke Land Industrial Park so that it could be compared to the existing city in terms of projected service demands. The socioeconomic impacts of nonresidential development in the Luke Land Industrial Park can be described in terms of employment, nonresidential square footage, assessed value, taxable sales and street miles, based on assumptions about the type of development that could be expected to occur in this area.

In total, the annexation area will include 170.7 acres of light industrial development resulting in 2.01 million square feet of built space. Projected employment is expected to reach 1,900 by build out based on the number of acres by land use, standard assumptions for floor-area ratios (the ratio of building area to land area), occupancy rates and per employee square footage requirements (Figure 3).

This analysis also assumes that a portion of the annexation area could be developed as a business park with for-lease space. The remainder of the area would be build-to-suit, owner-occupied buildings. Lots 2 and 3, which are more likely to develop with leased space, make up about 18 percent of the total projected square footage. The model also assumes a low level of taxable sales per square foot (\$10 per square foot), which represents both sales taxes on utility usage by building owners as well as potential taxable direct sales from manufacturing companies such as machine shops.

**FIGURE 3  
DEVELOPMENT ASSUMPTIONS**

Land Use	Sq Ft per		Occupancy	Value per Sq Ft/Unit	Taxable		
	FAR	Employee			Sales Per SF	Annual Lease	Percent Leased
<b>Nonresidential</b>							
Light Industrial/Warehouse	0.28	1,000	95%	\$65	\$10	\$4.80	18%
<b>Vacant</b>							
Vacant	na	0	na	\$10,066	na	na	na

Value of vacant land is based on existing assessed value of parcels in the annexation area.

The projected timing of development is shown in Figure 4. The 40 acres that will be purchased by Kodiak Fresh Produce will develop in Phase I in late 2013. Kodiak is expected to add a second phase in 2016. Between 2014 and 2018, Phases II and III are likely to develop with a mix of owner-occupied and leased space. The final phase, which represents the southern portion of the property, is projected to develop by 2020.

**FIGURE 4  
PROJECTED ABSORPTION  
LUKE LAND INDUSTRIAL PARK**

	Timing	Gross Acres	Sq Ft
Phase I - Kodiak Fresh Produce	2013	20.00	90,000
Phase IA - Kodiak Fresh Produce	2016	20.00	150,000
Phase 2	2014-2015	68.70	1,150,000
Phase 3	2016-2018	22.30	300,000
Phase 4	2020	39.70	320,000
Total	NA	170.70	2,010,000

**2.2 Fiscal Assumptions**

The fiscal model created to assess the impacts of the Luke Land Industrial Park annexation area was based on current and historical budgets for the City of Glendale. Historical trends were analyzed for eight previous fiscal years. The model reflects a long term sales tax rate of 2.2 percent. Revenue and expenditure line items in the General Fund, Streets, Transportation Sales Tax, Police and Fire Special Revenue Funds were included since these funds will be most impacted by the annexation. The model does not include any construction costs for new infrastructure, but does include relevant maintenance costs for the new street miles that would be added as the property develops. Based on the mix of land uses and the miles of existing streets, the model assumes 1.23 new street miles including the extension of Bethany Home Road through the development and an internal collector street.

Various drivers were tested for each of the revenue and expenditure items in the model. In this way, consistent rates were developed that could be applied to the socioeconomic data for the proposed annexation area. In many cases an average of rates over the past several years was used. It is important to note that current expenditures are below historic levels due to the recession and reduced revenues. In most cases, an average of current and previous years was used in the model to better reflect long term conditions. However, some revenue and expenditure items increased at rates that were less consistent over time, or experienced permanent increases or decreases due to operational or other changes. In these cases, rates from more current budget years were used to accurately reflect current conditions. The rates and basis for all revenue and expenditure line items are shown in Figure 5.

Many of the revenue and expenditure line items are driven by population, or by “service population”, which includes both population and employment. This is because many of the services provided by the City, as well as the various types of revenues that local governments depend on, are proportional to the number of people living and working there. In some cases, population may be weighted more heavily than employment since some services are used proportionally more by residents. *Since this proposed annexation area does not include any residential development, only the portion of expenditures that is attributed to new employment is included.*

Major line items that are not driven by employment or population include property tax which is a function of current and future assessed value; sales tax which is a function of taxable sales and leases, and a variety of permits and service charges that are a function of construction costs. On the expenditure side, planning is a function of construction value and population, and engineering and building safety are a function of annual construction. Transportation is a function of street miles and population, and the HURF funded portion of Field Operations is a function of street miles. Street maintenance is based on a projected cost of \$229,100 per year to maintain a one mile segment of 5-lane road using costs provided by the city field operations department. This figure is adjusted to reflect the fact that the internal collector street would likely only be a 2-lane road. Police expenditures are a function of calls for service by type of land use and implied staffing at that call level based on police department standards in Glendale. Fire costs are based on call volumes and costs for similar areas within the existing city.

It is important to note that market conditions over the next 10 years could significantly affect the projected land use and hence property and sales tax revenues resulting from the annexation area. The assumptions used in this

analysis are fairly conservative and thus differences between the assumptions and actual conditions are likely to result in higher assessed values rather than lower. Although the exact timing for build out of this property is not known, the fiscal results (both revenues and expenditures) are inflated at a rate of 2 percent per year.

**FIGURE 5**  
**FISCAL IMPACT MODEL DRIVERS AND RATES**  
**GENERAL FUND, STREETS, TRANSPORTATION SALES TAX AND POLICE AND FIRE SPECIAL REVENUE FUNDS**

Revenue/Expenditure Item	Driver	Rate/Basis for Calculation
<b>GENERAL FUND</b>		
<b>Taxes and Fees</b>		
Property Tax	assessed value	0.002252 * ((16% * vacant land value) + (10% * residential value) + (20% * comm/ind value))
City Sales Tax	taxable sales per square foot, retail share	sales per square foot * square footage by type * retail share * 2.2%) + (lease rate * square footage by type * lease share * 2.2%) + (2.2% * 65% * construction value) + (7.2% * hotel/motel sales)
Utility Franchise Fees	service population	\$7.794 * (population + employment)
Cable Franchise Fees	service population	\$4.675 * (population + employment)
<b>Intergovernmental</b>		
State Income Tax	Census population (will be 0 except for res. projects)	\$135.81 per capita, no impact until after Census
State Sales Tax	Census population (will be 0 except for res. projects)	\$86.87 per capita, no impact until after Census
Auto Lieu	population	\$39.11 * population
Highway User Fees	population	\$56.42 * population
LTAFF	population	\$4.16 * population
Grants (Transportation)	population	\$2.26 * population
<b>Licenses and Permits</b>		
Sales Tax Licenses	retail employment	\$12.03 * retail employment
Liquor License Fees	retail employment	\$3.64 * retail employment
Business License	employment	\$0.774 * employment
Bus./Prof License	office employment	\$5.42 * office employment
Building Permits	construction value (80%), service population (20%)	(\$0.0041 * construction value) + (\$0.573 * (population + employment))
Traffic Engineering Plan	building permits	3.47% * building permit revenues
Right of Way Permits	building permits	29.04% * building permit revenues
<b>Charges for Services</b>		
Plan Check Fees	building permits	79.53% * building permit revenues
Engineering Plan Check	construction value	\$0.0016 * construction value
Misc CD Fees	building permits	10.93% * building permit revenues
Planning/Zoning Fees	building permits	22.57% * building permit revenues
Library Fines/Fees	population	\$1.24 * population
Staff & Admin Chargebacks	service population	\$13.297 * (population *2 + employment)
Fire Department Fees	service population	\$6.429 * (population *2 + employment)
Arena Fees	not modeled	
Recreation Fees	population	\$7.312 * population
Rental Income	service population	\$1.907 * (population + employment)
<b>Fines and Forfeitures</b>		
Court Revenues	service population	\$4.037 * (population * 3 + employment)
<b>Other Revenues</b>		
Misc. Revenue	service population, % of HURFs	\$1.714 * (population *2 + employment) + (0.21% * HURF revenues)
Transit Revenue	population	\$0.534 * population
Investment Income	previous year ending balance	1.5% * previous year ending balance
<b>Administrative Services</b>		
Administration	other admin svcs	3.41% * other administrative services
Finance	tax revenues	3.55% * tax revenues
Information Technology	City FTEs @ 0.0036 per (population*2 + employment)	\$1655.39 * City FTEs
Management & Budget	City FTEs @ 0.0036 per (population*2 + employment)	\$353.49 * City FTEs
Human Resources	FTE growth	\$1197.86 * City FTE growth
Lease Pmts/Other Fees	City FTEs @ 0.0036 per (population*2 + employment)	\$1231.36 * City FTEs
<b>Internal Services</b>		
City Manager	svc population (pop*2)	\$1.99 * (population*2 + employment)
City Auditor	Finance	10.89% * finance expenditures
Intergovernmental Programs	current levels inflated, only impacted for whole city	
<b>Facilities and Financial Management</b>		
Marketing & Communications	service population	\$4.78 * (population*2 + employment)
Economic Development	new jobs created	\$67.55 * job growth
<b>Community Development</b>		
CD Administration	other community development expenditures	3.46% * development services expenditures
Building Safety	const. value	\$0.0063 * construction value
Planning	const. value (80%), svc pop (20%)	(\$0.0037 * construction value) + \$0.9195 * (population + employment)

**FIGURE 5 (continued)**  
**FISCAL IMPACT MODEL DRIVERS AND RATES**  
**GENERAL FUND, STREETS, TRANSPORTATION SALES TAX AND POLICE AND FIRE SPECIAL REVENUE FUNDS**

Revenue/Expenditure Item	Driver	Rate/Basis for Calculation
<b>Mayor/Council</b>		
Mayor & Council	population growth	\$21.60 * population growth
City Clerk	service population	\$1.138 * (population*2 + employment)
City Court	service population	\$4.84 * (population*3 + employment)
City Attorney	population	\$12.12 * population
<b>Public Safety</b>		
Police and Support Services	calls for service based on land use, 1 officer per 965 calls	\$148,259 * police staff
Fire	calls for service for comparable area	information provided by fire department
Homeland Security	population	\$3.86 * population
<b>Community Services</b>		
Community Services Administration	other community services expenditures	1.12% * community services expenditures
Code Compliance	service population	\$4.45 * (population + employment)
Parks & Recreation	population	\$25.29 * population
Park Maintenance	park acres	\$2293.05 * park acres
Community Partnerships	population	\$3.97 * population
Library & Arts	population	\$32.51 * population
<b>Public Works</b>		
Public Works Administration	other public works expenditures	0.59% * public works expenditures
Field Operations	street miles, City FTEs	(\$25,659 * street centerline miles) + (\$2629.32 * City FTEs)
HazMat Incidence Response	service population	\$0.0553 * (population*2 + employment)
Engineering	const. value (70%), svc pop (30%)	(\$0.0049 * construction value) + \$2.86 * (population*2 + employment)
Transportation	street miles (80%), service population (20%)	(\$54,526 * street centerline miles) + \$1.89 * (population*2 + employment)
<b>Non-Departmental</b>	City FTEs @ 0.0036 per (population*2 + employment)	\$491.58 * City FTEs
Transfer to Airport	GF revenues	0.003% * general fund revenues
Transfer to Civic Center Fund	GF revenues	0.29% * general fund revenues
Transfer to Housing	GF revenues	0.29% * general fund revenues
Transfer to Transportation	GF revenues	0.43% * general fund revenues

Note: service population = population + employment.

## 3.0 IMPACT RESULTS

### 3.1 Impact Results

At build out, Luke Land Industrial Park would result in a moderate positive net fiscal impact to the City of \$184,000 per year, with expenditures exceeding revenues by 28 percent. Detailed impact results are shown in Appendix A. The property would generate some sales taxes from leases and direct sales and a moderate amount of property taxes that are sufficient to meet the expenditure requirements.

- In terms of sales tax, this analysis assumes a total of about 360,000 square feet of leased space that could generate an estimated \$43,000 per year in sales tax revenues. There would also be a small amount of taxable sales from the light industrial space resulting in a total of about \$442,000 per year in sales tax revenues by 2020. Sales tax revenues, while relatively small given that this annexation area does not include any retail, make up 74 percent of on-going revenues generated by this annexation area by 2023. In the preceding years there would be an estimated \$1.9 million in construction sales tax, which although non-recurring is a significant revenue source during the development period.
- With the addition of a total of 2.01 million square feet of industrial space, the increase in assessed value is estimated at \$137.8 million, resulting in a total of about \$71,000 per year in property tax revenues to the General Fund (Figure 6).
- Other major revenues in the General Fund include construction related fee revenues during the first seven years, as well as on-going utility and cable franchise fees.
- The largest on-going general fund expenditures for this area would be street maintenance (shown in the transportation and field operations line items), police and fire. Annual police and fire costs at build out are estimated at \$151,000 to serve the industrial park. Public safety costs make up about one third of on-going expenditures. There would also be non-recurring expenditures in the planning, building safety and economic development departments during the construction period.
- Luke Land Industrial Park would include an estimated 1.23 centerline miles of additional streets (or an estimated 4.17 lane miles), resulting in about \$191,000 in annual maintenance expenditures in the streets and transportation sales tax funds at build out, as shown in the impact results. This is based on an estimated average maintenance cost of \$229,100 per 5-lane mile of street (or \$45,820 per lane mile) provided by the city field operations department. Street maintenance costs are the largest on-going expenditures for this area.

**FIGURE 6  
SOCIOECONOMIC IMPACTS  
LUKE LAND INDUSTRIAL PARK**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Employment	608	992	1,216	1,341	1,465	1,465	1,910	1,910	1,910	1,910
Total Noresidential Sq Ft	639,974	1,044,446	1,279,947	1,411,239	1,542,531	1,542,531	2,010,000	2,010,000	2,010,000	2,010,000
Police Staff	0.14	0.23	0.28	0.31	0.33	0.33	0.44	0.44	0.44	0.44
Taxable Sales (millions)	\$8.27	\$13.76	\$17.21	\$19.35	\$21.57	\$22.00	\$29.25	\$29.83	\$30.43	\$31.04
Taxable Construction (millions)	\$27.04	\$17.09	\$9.95	\$5.55	\$5.55	\$0.00	\$19.75	\$0.00	\$0.00	\$0.00
Assessed Value (millions)	\$1.72	\$1.72	\$39.38	\$64.43	\$80.12	\$89.92	\$100.07	\$102.07	\$135.07	\$137.77
City Maintained Road Miles	0.15	0.70	0.78	1.04	1.04	1.04	1.23	1.23	1.23	1.23

### **3.2 Summary**

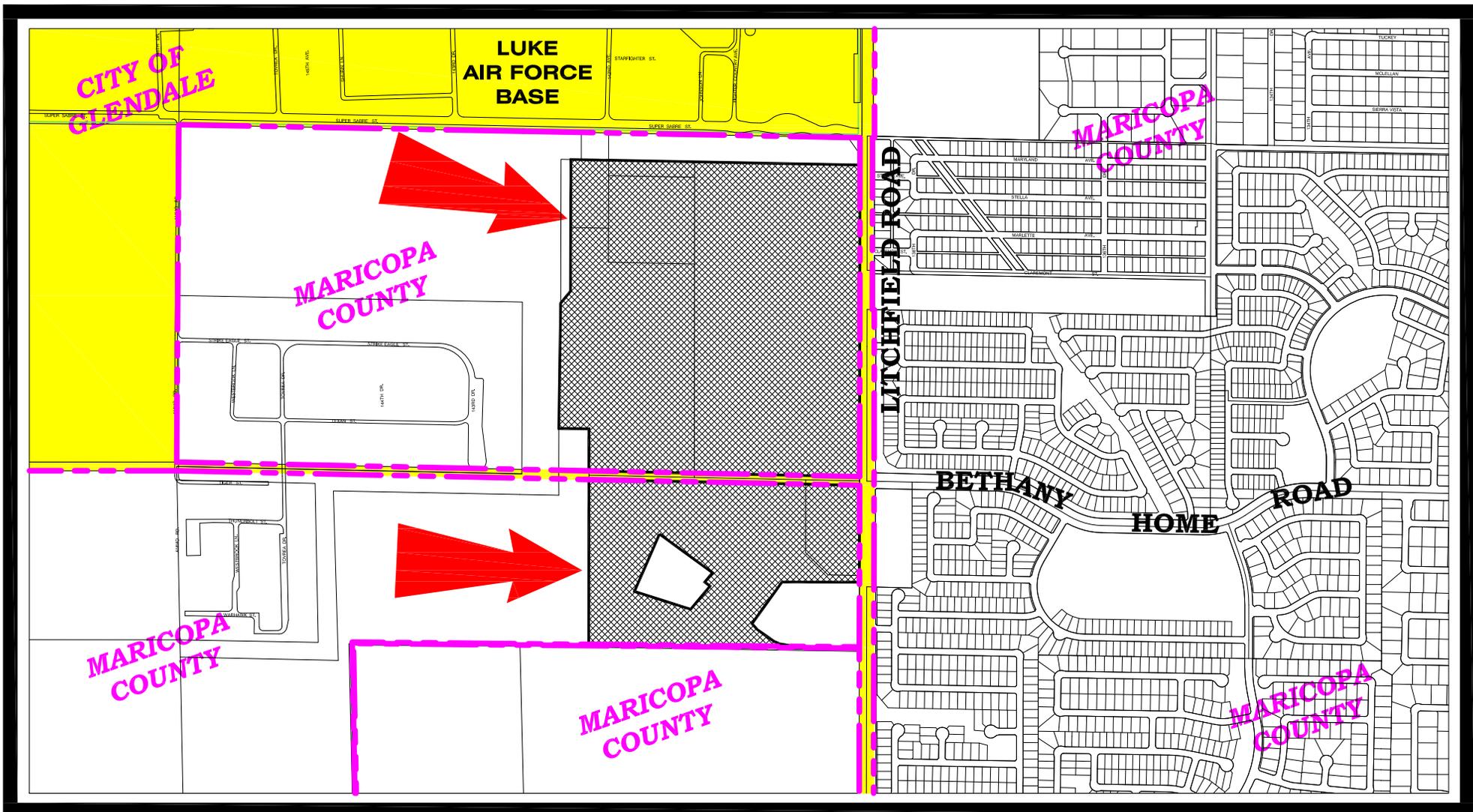
Over the long term, the Luke Land Industrial Park Annexation would generate a positive net fiscal impact to the City of Glendale given that projected development includes exclusively lower density nonresidential land uses and the potential for a modest amount of sales tax on leases and direct sales. The cost of city services is generally less for nonresidential development than for residential development, and in this case the amount of property and sales tax revenues generated by the future development in the proposed annexation area are more than enough to cover the cost of municipal services. Should future development plans or market conditions change significantly, the projected impact results could be quite different. However, based on the assumptions used here this area is fiscally sustainable and would be a positive addition to the city in terms of the net impacts.

## *APPENDIX A*



**APPENDIX A**  
**CITY OF GLENDALE ANNUAL NET IMPACT**  
**GENERAL, STREETS, TRANSPORTATION SALES TAX, POLICE AND FIRE SPECIAL REVENUE FUNDS**  
**LUKE LAND INDUSTRIAL PARK**

Revenues/Expenditures	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Public Works</b>										
Public Works Administration	\$1,384	\$987	\$1,088	\$966	\$1,197	\$944	\$2,014	\$1,178	\$1,202	\$1,226
Field Operations	\$11,347	\$15,237	\$39,082	\$44,106	\$56,981	\$58,121	\$63,957	\$73,370	\$74,838	\$76,335
HazMat Incidence Response	\$34	\$56	\$70	\$79	\$88	\$90	\$119	\$121	\$124	\$126
Engineering	\$207,616	\$135,613	\$82,436	\$48,887	\$50,251	\$4,623	\$175,502	\$6,268	\$6,393	\$6,521
Transportation	\$13,711	\$15,063	\$61,406	\$69,386	\$93,949	\$95,828	\$99,120	\$118,388	\$120,756	\$123,171
<b>Non-Departmental</b>	\$1,062	\$1,768	\$2,210	\$2,486	\$2,771	\$2,827	\$3,757	\$3,832	\$3,909	\$3,987
<b>Transfers</b>										
Transfer to Airport	-\$320	-\$248	-\$194	-\$165	-\$178	-\$123	-\$365	-\$161	-\$168	-\$171
Transfer to Civic Center Fund	-\$3,502	-\$2,713	-\$2,122	-\$1,808	-\$1,943	-\$1,344	-\$3,991	-\$1,763	-\$1,834	-\$1,871
Transfer to Housing	-\$3,571	-\$2,767	-\$2,164	-\$1,844	-\$1,982	-\$1,370	-\$4,071	-\$1,798	-\$1,870	-\$1,908
Transfer to Transportation	-\$5,296	-\$4,104	-\$3,210	-\$2,735	-\$2,939	-\$2,032	-\$6,037	-\$2,666	-\$2,774	-\$2,830
<b>OVERALL NET IMPACT</b>	<b>\$416,365</b>	<b>\$341,848</b>	<b>\$221,753</b>	<b>\$195,003</b>	<b>\$182,293</b>	<b>\$123,270</b>	<b>\$395,061</b>	<b>\$164,741</b>	<b>\$179,785</b>	<b>\$183,555</b>
<b>as percent of revenue</b>	<b>34%</b>	<b>36%</b>	<b>30%</b>	<b>31%</b>	<b>27%</b>	<b>26%</b>	<b>28%</b>	<b>27%</b>	<b>28%</b>	<b>28%</b>



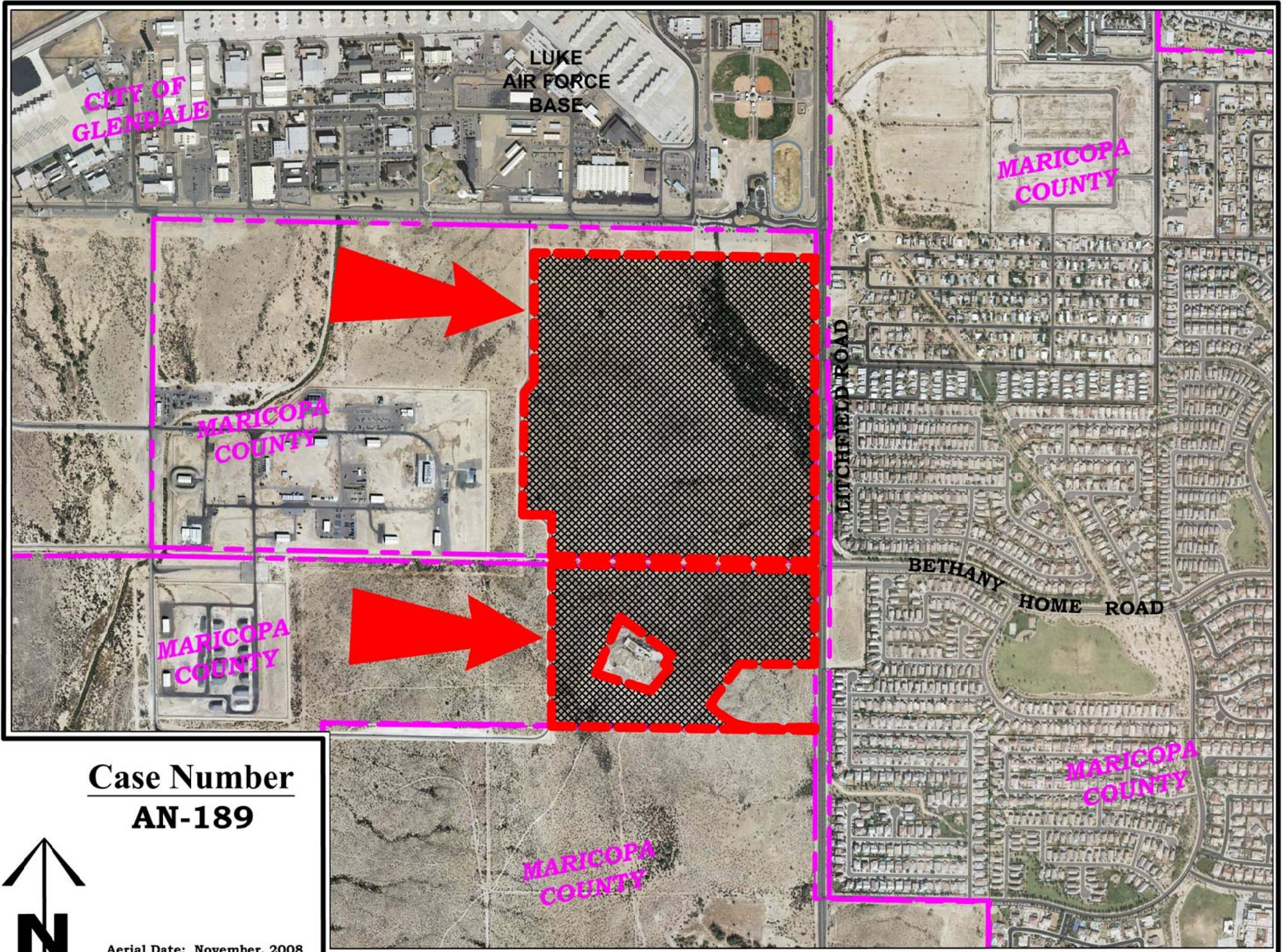
## CASE NO. AN-189

**PROPOSED ANNEXATION OF APPROXIMATELY 167 ACRES  
AT THE NORTHWEST AND SOUTHWEST CORNERS OF LITCHFIELD  
ROAD AND BETHANY HOME ROAD.**



-  **Glendale City Boundaries**
-  **City of Glendale**
-  **Proposed Annexation**





CITY OF GLENDALE

LUKE AIR FORCE BASE

MARICOPA COUNTY

MARICOPA COUNTY

MARICOPA COUNTY

LUTCHFIELD ROAD

BETHANY HOME ROAD

MARICOPA COUNTY

MARICOPA COUNTY

Case Number  
AN-189



Aerial Date: November, 2008



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **AMENDMENT TO CHAPTER 21.1 - MODEL CITY PRIVILEGE (SALES) TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)**  
Staff Contact: **Diane Goke, Chief Financial Officer, Financial Services**

## **Purpose and Recommended Action**

Staff is requesting City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Chapter 21.1 Model City Privilege (Sales) Tax Code that incorporates technical corrections and statutory changes approved and adopted by the Municipal Tax Code Commission with an effective date of July 1, 2013.

## **Background Summary**

Following each legislative session, the League of Arizona Cities and Towns put together a package of changes to the Model City Privilege (Sales) Tax Code that are forwarded to and approved by the Municipal Tax Code Commission. Any approved changes should be adopted to maintain consistency and uniformity among all cities. It is important to note that cities start practicing the state laws as soon as they are passed. The recommended changes from 2011 and 2012 fall into one of the three general categories: Medical Marijuana, Tax Code Uniformity, and Technical Corrections.

## **Previous Related Council Action**

The Model City Privilege (Sales) Tax Code amendments were presented to Council at the May 7, 2013 Workshop.

The Council approved several amendments to the Model City Privilege (Sales) Tax Code since its original adoption, including the latest amendment on June 14, 2011.

## **Community Benefit/Public Involvement**

The Model City Privilege (Sales) Tax Code provides taxpayers a uniform tax code with consistent language that is used throughout the state.

Cities, through the Unified Audit Committee and the League of Arizona Cities and Towns, work with the business stakeholders on changes to the Model City Privilege (Sales) Tax Code. The Municipal Tax Code Commission held public hearings to receive community input and then acted to approve the amendments.



# CITY COUNCIL REPORT

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A notice of public hearing to be held on May 14, 2013, was published in the Glendale Star on April 25, 2013 and was posted on the city's web site beginning February 28, 2013. The proposed ordinance was made available for public review at the City Clerk's Office.

## **Budget and Financial Impacts**

The city is currently receiving revenue from the taxation of medical marijuana and related infused products. Elimination of subsection (j) will result in an increase in annual license fee revenue of approximately \$180,000.

## **Attachments**

Staff Report

Ordinance



# STAFF REPORT

To: **Richard A. Bowers, Acting City Manager**  
From: **Diane Goke, Chief Financial Officer, Financial Services**  
Item Title: **AMENDMENT TO CHAPTER 21.1 - MODEL CITY PRIVILEGE (SALES) TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

The purpose of this report is to request the City Manager forward this item to the City Council for their consideration and to conduct a public hearing and adopt an ordinance that amends Chapter 21.1 of the Model City Privilege (Sales) Tax Code.

## **BACKGROUND**

Following each legislative session, Arizona cities and towns work collectively to determine those areas of the Model City Privilege (Sales) Tax Code (MCTC) that require adjustment to maintain or achieve conformity with state law. A committee, called the Unified Audit Committee (UAC), gathers input from taxpayer advocates and business representatives to draft tax code changes. These proposed changes are then forwarded to the Municipal Tax Code Commission (the Commission) for approval. Any changes to the MCTC that are approved by the Commission must be adopted by each city's council unless the change is a Local Option or Model Option, which cities may choose to select at their discretion.

A notice of public hearing to be held on May 14, 2013, was published in the Glendale Star on April 25, 2013 and was posted on the city's web site beginning February 28, 2013. The proposed ordinance was made available for public review at the City Clerk's Office.

## **ANALYSIS**

During 2011 and 2012, the Commission approved several changes that would align the MCTC to changes in the Arizona Revised Statutes (A.R.S.). Changes included in this package fall into one of three general categories: Medical Marijuana, Tax Code Uniformity, and Technical Corrections.

### **Medical Marijuana**

In the November 2010 general election, Arizona voters approved Proposition 203, the Arizona Medical Marijuana Act, which legalized the sale of marijuana for use by individuals with "chronic or debilitating diseases" under specific circumstances. While both the distribution and possession of marijuana remain criminal offenses under the Controlled Substances Act (21 U.S.C. 801 through



# STAFF REPORT

971), marijuana sales that comply with the requirements established under the Arizona Medical Marijuana Act are permitted under Arizona law.

The UAC proposed to the Commission that the sale of medical marijuana and related medical marijuana products are subject to privilege tax because such sales have been deemed taxable by the Arizona Department of Revenue under State statute. The changes pertain to existing definitions in Section 100 that are slightly different, leading to the need for the proposed changes. A new definition will be added to Section 100 and will have a retroactive effective date of June 1, 2011.

## **Tax Code Uniformity**

Information on the Arizona Department of Revenue's website identifies the different tax code language that is unique to self-collecting cities and serves as a centralized tax code reference for businesses. In response to the concerns expressed by businesses about the difficulty in complying with the difference tax codes, a simplification committee comprised of the League of Arizona Cities and Towns, UAC, and cities have been working to eliminate as many green page items as possible. The corrections in this section represents a change in the Glendale's business license renewal practice that will then be consistent with other program cities.

1. **Eliminate subsection (j) of Section 310, Licensing.** This subsection waives the annual renewal fee for any taxpayer who has an annual taxable gross income of less than \$3,000. The City of Glendale is the only city using such a provision. The removal is a step in the city's ongoing effort to ensure uniformity and continuity among the cities. This item was presented to and approved by the Municipal Tax Code Commission at its September 21, 2012 meeting.

In 1989, in response to Glendale taxpayer's requests, Ordinance No. 1612 was adopted which provided relief to small businesses from the \$50 annual renewal fee for any taxable activity which totaled less than \$3,000 in taxable gross for a 12-month period. There was no option for it in the Model City Privilege (Sales) Tax Code and the Commission chose not to conduct a hearing or comment on the change.

## **Technical Corrections**

During the review of the Model City Privilege (Sales) Tax Code, a couple of minor errors were noted and are being corrected in this package. These corrections were either inadvertently left out when the original language was added or codifies a long-standing practice. The corrections in this section represent no change in the city's current practices or revenue.

1. **Remove the obsolete reference to Section 567 (Allocation of tax on retail sales when more than one city or town has nexus) in subsection (c).** The former Section 567 dealt with determining which city had priority when two or more cities could claim sufficient nexus to tax a particular transaction. That section was eliminated several years ago when its concepts were



## STAFF REPORT

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incorporated elsewhere in the code, most notably through the addition of subsection 460(e) under Retail, effective July 20, 2011.

- 2. Clarify the exemption for affiliated corporations in subsection (s), and insert new conforming language by adding subsection (t), which expands on the same issue.** Subsection (s) was added last year as conforming language to incorporate A.R.S. §42-6004(A)(11). The city is adding the phrase “is exempt” to compensate for wording differences between the statute and the Model code. New subsection (t) is added to incorporate A.R.S. §42-6004(A)(12), which allows an exemption for affiliated corporations that are owned by the same shareholders, effective July 20, 2011.

### **FISCAL IMPACTS**

The city is currently receiving revenue from the taxation of medical marijuana and related infused products.

Elimination of subsection (j) of Section 310, Licensing will result in an increase in annual license fee revenue of approximately \$180,000.

ORDINANCE NO. 2843 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE) BY ADOPTING THE 2012 MUNICIPAL TAX CODE COMMISSION'S PROPOSED CODE CHANGES TO THE DEFINITIONS OF "FOOD," "MEDICAL MARIJUANA," AND "PROSTHETIC"; REMOVING THE WAIVER OF LICENSE FEES PURSUANT TO GLENDALE CITY CODE SEC. 21.1-310(j); ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, the City of Glendale adopted the Model City Privilege (Sales) Tax Code on September 30, 1997 as Chapter 21.1;

WHEREAS, A.R.S. § 42-6053 requires the City to adopt any changes to the Model City Privilege (Sales) Tax Code that are approved by the Municipal Tax Code Commission;

WHEREAS, the Municipal Tax Code Commission considered the proposed Code changes and have held public hearings on the proposed amendments; and

WHEREAS, the City Council held a public hearing on May 14, 2013 and considered the proposed text amendments to Glendale's Model City Privilege (Sales) Tax Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code, Chapter 21.1 (Model City Privilege (Sales) Tax Code), Article I (General Conditions and Definitions), Sec. 21.1-100 is hereby amended to read as follows:

**Sec. 21.1-100. General definitions.**

For the purposes of this chapter, the following definitions apply:

...

"Food" means any items intended for human consumption as defined by rules and regulations adopted by the Department of Revenue, State of Arizona, pursuant to A.R.S. § 42-5106. Under no circumstances shall "food" include alcoholic beverages or tobacco, or food items purchased for use in conversion to any form of alcohol by distillation, fermentation, brewing, or other process. Under no circumstances shall "food" include an edible product, beverage, or ingredient infused, mixed, or in any way combined with medical marijuana or an active ingredient of medical marijuana.

...

[Additions are indicated by underline; deletions by ~~strikeout~~.]

“Medical Marijuana” means “marijuana” used for a “medical use” as those terms are defined in A.R.S. § 36-2801.

...

“Prosthetic” means any of the following tangible personal property if such items are prescribed or recommended by a licensed podiatrist, chiropractor, dentist, physician or surgeon, naturopath, optometrist, osteopathic physician or surgeon, psychologist, hearing aid dispenser, physician assistant, nurse practitioner or veterinarian:

...

(7) Under no circumstances shall “prosthetic” include medical marijuana regardless of whether it is sold or dispensed pursuant to a prescription, recommendation, or written certification by any authorized person.

...

SECTION 2. That Glendale City Code, Chapter 21.1 (Model City Privilege (Sales) Tax Code), Article III (Licensing and Recordkeeping), Sec. 21.1-310 is hereby amended to read as follows:

**Sec. 21.1-310. Licensing: Duration of license; transferability; display.**

...

~~(j) Any taxpayer who has an annual taxable gross income of less than three thousand dollars (\$3,000.00) will not be required to pay the annual renewal fee in the subsequent year. The taxpayer’s reported taxable gross income will be annualized based upon filing frequency and number of months reported for the twelve (12) month period ending each October 31. (Reserved).~~

SECTION 3. That Glendale City Code, Chapter 21.1 (Model City Privilege (Sales) Tax Code), Article IV (Privilege Taxes), Sec. 21.1-422 is hereby amended to read as follows:

**Sec. 21.1-422. Jet fuel sales.**

...

~~(c) Except as provided in Sec. 21.1-567, w~~When this city and another Arizona city or town with an equivalent excise tax could claim nexus for taxing a jet fuel sale, the city or town where the permanent business location of the seller at which the order was received shall be deemed to have precedence, and for the purposes of this chapter such city or town has sole and exclusive right to such tax.

...

SECTION 4. That Glendale City Code, Chapter 21.1 (Model City Privilege (Sales) Tax Code), Article IV (Privilege Taxes), Sec. 21.1-445 is hereby amended to read as follows:

**Sec. 21.1-445. Rental, leasing, and licensing for use of real property.**

...

(s) The gross proceeds of sales or gross income derived from a commercial lease in which a reciprocal insurer or a corporation leases real property to an affiliated corporation is exempt. ~~For the purposes of this paragraph:~~

...

(t) The gross proceeds of sales or gross income derived from a commercial lease in which a corporation leases real property to a corporation of which at least eighty percent (80%) of the voting shares of each corporation are owned by the same shareholders is exempt.

SECTION 5. That the provisions of this ordinance shall become effective on July 1, 2013.

SECTION 6. Any person who fails to pay taxes imposed by this code or is found guilty of violating any provision of the following amendments to the tax code is subject to the following penalties:

**Sec. 21.1-540. Interest and civil penalties.**

(a) Any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay interest upon such tax until paid. From and after October 1, 2005, the interest rate shall be determined in the same manner and at the same times as prescribed by Section 6621 of the United States Internal Revenue Code and compounded annually under the method described in subsection (1) below. The rate of interest for both overpayments and underpayments for all taxpayers is the federal short-term rate, determined pursuant to Section 6621(b) of the Internal Revenue Code, plus three percentage points. The interest rate prior to October 1, 2005 shall be one percent (1%) per month. Said interest may be neither waived by the Tax Collector nor abated by the Hearing Officer except as it might relate to a tax abated as provided by Section 21.1-570.

(1) On January 1 of each year any interest outstanding as of that date that was accrued from and after October 1, 2005 is thereafter considered a part of the principal amount of the tax and accrues interest pursuant to this section.

(2) Interest accrued prior to October 1, 2005 shall not be added to the principal.

(b) In addition to interest assessed under subsection (a) above, any taxpayer who failed to pay any of the taxes imposed by this Chapter which were due or found to be due before the delinquency date shall be subject to and shall pay any or all of the following civil penalties, in addition to any other penalties prescribed by this Chapter:

(1) A taxpayer who fails to timely file a return for a tax imposed by this Chapter shall pay a penalty of five percent (5%) of the tax for each month or fraction of a month elapsing between the delinquency date of the return and the date on which it is filed, unless the

taxpayer shows that the failure to timely file is due to reasonable cause and not due to willful neglect. This penalty shall not exceed twenty-five percent (25%) of the tax due.

(2) A taxpayer who fails to pay the tax within the time prescribed shall pay a penalty of ten percent (10%) of the unpaid tax, unless the taxpayer shows that the failure to timely pay is due to reasonable cause and not due to willful neglect. If the taxpayer is also subject to a penalty under subsection (b)(1) above for the same tax period, the total penalties under subsection (b)(1) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(3) A taxpayer who fails or refuses to file a return within thirty (30) days of having received a written notice and demand from the Tax Collector shall pay a penalty of twenty-five percent (25%) of the tax, unless the taxpayer shows that the failure is due to reasonable cause and not due to willful neglect or the Tax Collector agrees to a longer time period.

(4) If the cause of a tax deficiency is determined by the Tax Collector to be due to negligence, but without regard for intent to defraud, the taxpayer shall pay a penalty of ten percent (10%) of the amount of deficiency. If the taxpayer is also subject to a penalty under subsection (b)(1) or (b)(2) above for the same tax period, the total penalties imposed under subsection (b)(1), (b)(2) and this subsection shall not exceed twenty-five percent (25%) of the tax due.

(5) If the cause of a tax deficiency is determined by the Tax Collector to be due to civil fraud or evasion of the tax, the taxpayer shall pay a penalty of fifty percent (50%) of the amount of deficiency.

(c) Penalties and interest imposed by this Section are due and payable upon notice by the Tax Collector.

(d) If, following an audit, penalties attributable to the audit period are to be assessed pursuant to subsection (b)(1) or (b)(2) above, the Tax Collector, before assessing such penalties, must take into consideration any information or explanations provided by the taxpayer as to why the return was not timely filed and/or the tax was not timely paid. If such information and/or explanations are provided by the taxpayer, and the Tax Collector nevertheless decides to assess penalties pursuant to subsection (b)(1) or (b)(2) above, then, at the time the penalties are assessed, the Tax Collector must provide the taxpayer with a detailed written explanation of the basis for the Tax Collector's determination that the information and/or explanations provided by the taxpayer did not constitute reasonable cause.

(e) The assessment of the penalties prescribed by subsections (b)(3) through (b)(5) above must be approved on a case-by-case basis by the Tax Collector prior to such assessment. In addition, any assessment which includes penalties based upon subsection (b)(3), (b)(4), or (b)(5) above must be accompanied by a statement signed by the Tax Collector setting forth in detail the basis for the Tax Collector's determination that the penalties are warranted under the circumstances.

(f) The Tax Collector shall waive or adjust penalties imposed by subsections (b)(1) and (b)(2) above upon a finding that:

(1) in the past, the taxpayer has consistently filed and paid the taxes imposed by this Chapter in a timely manner; or

(2) the amount of the penalty is greatly disproportionate to the amount of the tax; or

(3) the failure of a taxpayer to file a return and/or pay any tax by the delinquency date was caused by any of the following circumstances which must occur prior to the delinquency date of the return or payment in question:

(A) the return was timely filed but was inadvertently forwarded to another taxing jurisdiction.

(B) erroneous or insufficient information was furnished the taxpayer by the Tax Collector or his employee or agent.

(C) death or serious illness of the taxpayer, member of his immediate family, or the preparer of the reports immediately prior to the due date.

(D) unavoidable absence of the taxpayer immediately prior to the due date.

(E) destruction, by fire or other casualty, of the taxpayer's place of business or records.

(F) prior to the due date, the taxpayer made application for proper forms which could not be furnished in sufficient time to permit a timely filing.

(G) the taxpayer was in the process of pursuing an active protest of the tax in question in another taxing jurisdiction at the time the tax and/or return was due.

(H) the taxpayer establishes through competent evidence that the taxpayer contacted a tax advisor who is competent on the specific tax matter and, after furnishing necessary and relevant information, the taxpayer was incorrectly advised that no tax was owed and/or the filing of a return was not required.

(I) the taxpayer has never been audited by a City for the tax or on the issue in question and relied, in good faith, on a state exemption or interpretation.

(J) the taxpayer can provide some public record (court case, report in a periodical, professional journal or publication, etc.) stating that the transaction is not subject to tax.

(K) the Arizona Department of Revenue, based upon the same facts and circumstances, abated penalties for the same filing period.

A taxpayer may also request a waiver or adjustment of penalty for a reason thought to be equally substantive to those reasons itemized above. All requests for waiver or adjustment of penalty must be in writing and shall contain all pertinent facts and other reliable and substantive evidence to support the request. In all cases, the burden of proof is upon the taxpayer.

(g) No request for waiver of penalty under subsection (f) above may be granted unless written request for waiver is received by the Tax Collector within forty-five (45) days following the imposition of penalty. Any taxpayer aggrieved by the refusal to grant a waiver under subsection

[Additions are indicated by underline; deletions by ~~strikeout~~.]

(f) above may appeal under the provisions of Section 21.1-570 provided that a petition of appeal or request for an extension is submitted to the Tax Collector within forty-five (45) days of the taxpayer's receipt of notice by the City that waiver has been denied.

(h) For the purpose of this Section, "reasonable cause" shall mean that the taxpayer exercised ordinary business care and prudence, i.e., had a reasonable basis for believing that the tax did not apply to the business activity or the storage or use of the taxpayer's tangible personal property in this City.

(i) For the purpose of this Section, "negligence" shall be characterized chiefly by inadvertence, thoughtlessness, inattention, or the like, rather than an "honest mistake". Examples of negligence include:

- (1) the taxpayer's failure to maintain records in accordance with Article III of this Chapter;
- (2) repeated failures to timely file returns; or
- (3) gross ignorance of the law.

#### **Sec. 21.1-580. Criminal penalties.**

(a) It is unlawful for any person to knowingly or willfully:

- (1) fail or refuse to make any return required by this Chapter.
- (2) fail to remit as and when due the full amount of any tax or additional tax or penalty and interest thereon.
- (3) make or cause to be made a false or fraudulent return.
- (4) make or cause to be made a false or fraudulent statement in a return, in written support of a return, or to demonstrate or support entitlement to a deduction, exclusion, or credit or to entitle the person to an allocation or apportionment or receipts subject to tax.
- (5) fail or refuse to permit any lawful examination of any book, account, record, or other memorandum by the Tax Collector.
- (6) fail or refuse to remit any tax collected by such person from his customer to the Tax Collector before the delinquency date next following such collection.
- (7) advertise or hold out to the public in any manner, directly or indirectly, that any tax imposed by this Chapter, as provided in this Chapter, is not considered as an element in the price to the consumer.
- (8) fail or refuse to obtain a Privilege License or to aid or abet another in any attempt to intentionally refuse to obtain such a license or evade the license fee.

(9) reproduce, forge, falsify, fraudulently obtain or secure, or aid or abet another in any attempt to reproduce, forge, falsify, or fraudulently obtain or secure, an exemption from taxes imposed by this Chapter.

(b) The violation of any provision of subsection (a) above shall constitute a Class One Misdemeanor.

(c) In addition to the foregoing penalties, any person who shall knowingly swear to or verify any false or fraudulent statement, with the intent aforesaid, shall be guilty of the offense of perjury and on conviction thereof shall be punished in the manner provided by law.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

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M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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Acting City Attorney

REVIEWED BY:

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Acting City Manager

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[Additions are indicated by underline; deletions by ~~strikeout~~.]



# CITY COUNCIL REPORT

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Meeting Date: **5/14/2013**  
Meeting Type: **Voting**  
Title: **DISSOLUTION OF WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION**  
Staff Contact: **Diane Goke, Chief Financial Officer, Financial Services**

## **Purpose and Recommended Action**

This is a request for City Council to adopt a resolution authorizing the City Manager to dissolve the Western Loop 101 Public Facilities Corporation (PFC).

## **Background Summary**

The PFC was originally formed to be the financing conduit for the Camelback Ranch Glendale spring training facility for the Chicago White Sox and Los Angeles Dodgers. The PFC issued \$199,750,000 in excise tax bonds in October 2008, which were refunded under the Municipal Property Corporation in December 2012; therefore, the existence of the PFC is no longer needed.

## **Previous Related Council Action**

On June 26, 2007, Council adopted a resolution forming the PFC to be the financing conduit for the Camelback Ranch Glendale spring training facility for the Chicago White Sox and Los Angeles Dodgers.

## **Attachments**

Staff Report

Resolution



# STAFF REPORT

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To: **Richard A. Bowers, Acting City Manager**  
From: **Diane Goke, Chief Financial Officer, Financial Services**  
Item Title: **DISSOLUTION OF WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION**  
Requested Council Meeting Date: **5/14/2013**  
Meeting Type: **Voting**

## **PURPOSE**

The purpose of this report is to request the City Manager forward this item for City Council consideration and action. This is a request for Council to adopt a resolution authorizing the City Manager to dissolve the Western Loop 101 Public Facilities Corporation (PFC).

## **BACKGROUND**

On June 26, 2007, Council adopted a resolution forming the PFC to be the financing conduit for the Camelback Ranch Glendale spring training facility for the Chicago White Sox and Los Angeles Dodgers. The PFC issued bonds in October 2008 in the amount of \$199,750,000.

## **ANALYSIS**

At a public meeting on December 3, 2012, the board formally voted to dissolve the corporation. On Thursday, December 13, 2012, the city refunded/refinanced those bonds under the Municipal Property Corporation; therefore, the existence of the PFC is no longer needed. After this resolution is formalized by City Council, the corporation will be dissolved and a final tax return will be filed with the Internal Revenue Service.

## **FISCAL IMPACTS**

There are no costs incurred by the city as a result of this action.

RESOLUTION NO. 4678 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
GLENDALE, MARICOPA COUNTY, ARIZONA,  
AUTHORIZING THE DISSOLUTION OF THE WESTERN  
LOOP 101 PUBLIC FACILITIES CORPORATION.

WHEREAS, the Western Loop 101 Public Facilities Corporation (the “Corporation”), a nonprofit corporation, was formed to assist the City in acquiring land and in constructing and acquiring improvements thereon and upon land owned by the City for civic, municipal and governmental purpose, as may be requested by the City; and

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct and equip certain spring training facilities for major league baseball and other infrastructure on the land associated with the spring training facilities (the “2008 Stadium Property” and the “2008 Stadium Project,” respectively) and to design and construct certain public infrastructure necessary to support the spring training facilities (the “2008 Infrastructure Project” and together with the “2008 Stadium Project,” the “2008 Project”); and

WHEREAS, in order to finance the 2008 Project, the Corporation and the City deemed it necessary and desirable for the Corporation to issue the Corporation’s Third Lien Excise Tax Revenue Bonds, Tax-Exempt Series 2008A, Third Lien Excise Tax Revenue Bonds, Tax-Exempt Series 2008B and Third Lien Excise Tax Revenue Bonds, Taxable Series 2008C (collectively, the “2008 Bonds”) pursuant to the Series 2008 Trust Indenture dated as of October 1, 2008 (the “Indenture”); and

WHEREAS, the City has requested the City of Glendale Municipal Property Corporation (the “MPC”) to issue its bonds in order to refund the 2008 Bonds in order to reduce the City’s interest costs; and

WHEREAS, the City Council has been advised by City staff that it does not foresee a need to request the Corporation to issue bonds on its behalf again and that as a consequence, the Corporation has fulfilled its mission of assisting the City and should be dissolved upon satisfaction of the conditions set forth herein.

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

SECTION 1. Words and Terms. In addition to words and terms elsewhere defined in this Resolution, the capitalized words and terms used herein shall have the meanings given in Article I of the Indenture.

SECTION 2. Determinations by the City Council. It is hereby determined that the dissolution of the Corporation upon satisfaction of the conditions set forth below in Section 3 hereof is in the best interests of the City.

SECTION 3. Dissolution. The Acting City Manager is hereby authorized to take any actions necessary to dissolve the Corporation upon receipt of written advice of Greenberg Traurig, LLP or other nationally recognized bond counsel that (i) the 2008 Bonds are no longer outstanding, and (ii) the Corporation's continued existence is no longer necessary to assure the validity, enforceability or tax-exempt status of any of the 2008 Bonds.

SECTION 4. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 5. Waiver of Inconsistency. Any provisions of any bylaws, orders, procedural pamphlets and resolutions inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any bylaw, order, procedural pamphlet or resolution or any part thereof.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 14<sup>th</sup> day of May, 2013.

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MAYOR

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Acting City Attorney

REVIEWED BY:

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Acting City Manager

pfc\_dissolution