City of Glendale

Voting Meeting Agenda
City Council

Mayor Jerry Weiers
Vice Mayor Joyce Clark
Councilmember Jamie Aldama
Councilmember Lauren Tolmachoff
Councilmember Ray Malnar
Councilmember Ian Hugh
Councilmember Bart Turner

Tuesday, January 22, 2019  
5:30 PM  
Council Chambers

Voting Meeting

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

ROLL CALL

PRAYER/INVOCATION

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

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES
1. APPROVAL OF THE MINUTES OF THE JANUARY 8, 2019 VOTING MEETING

   **Attachments**
   Draft Minutes - 1/8/19 Meeting

BOARDS, COMMISSIONS AND OTHER BODIES

2. APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
   Presented by: Councilmember Bart Turner

CONSENT AGENDA

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

3. AUTHORIZATION TO APPROVE THE SOLE SOURCE PURCHASE OF ANNUAL MAINTENANCE SUPPORT FROM TATA CONSULTANCY SERVICES FOR THE TAX MANTRA SYSTEM
   Presented by: Vicki Rios, Director, Budget and Finance

   **Attachments**
   Amend 8_TCS

4. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH BRIDGESTONE HOSEPOWER, LLC, FOR THE COOPERATIVE PURCHASE OF VEHICLE/EQUIPMENT PARTS AND REPAIR SERVICES
   Presented by: Michelle Woytenko, Director, Field Operations

   **Attachments**
   Amendment No. 1

5. AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION TO RECEIVE FUNDING FOR FY 2018-19 UTILITY ASSISTANCE PROGRAMS
   Presented by: Stephanie Small, Community Services Director
   Ismeal Cantu, Community Action Program Administrator

   **Attachments**
   Wildfire Amendment
   Wildfire ACAA Amendment #2
CONSENT RESOLUTIONS

6. RESOLUTION NO. R19-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING AN AREA AS THE CENTRAL BUSINESS DISTRICT OF THE CITY OF GLENDALE.
Presented by: Brian Friedman, Director, Economic Development

Attachments
R19-07

7. RESOLUTION NO. R19-08

Presented by: Trevor Ebersole, Director, Transportation

Attachments
R19-08
Agreement

8. RESOLUTION NO. R19-09

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 1 (C-11372-1) TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (AZ-2016-010-00, AZ-2016-017) FOR GRANT PASS-THROUGH FUNDING FOR TRANSIT SERVICES IN THE CITY OF GLENDALE.
Presented by: Trevor Ebersole, Director, Transportation

Attachments
R19-09
Agreement

9. RESOLUTION NO. R19-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 3 (C-9330-3) TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (AZ-90-X131) FOR GRANT PASS-THROUGH FUNDING FOR TRANSIT SERVICES IN THE CITY OF
BIDS AND CONTRACTS

10. AWARD OF RFP 19-11 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LIFELINE PROFESSIONAL COUNSELING SERVICES FOR CRIME VICTIM TRAUMA COUNSELING SERVICES FOR THE GLENDALE POLICE DEPARTMENT GLENDALE FAMILY ADVOCACY CENTER
Presented by: Rick St. John, Police Chief

Attachments
Agreement - Lifeline Professional Counseling Services

11. AWARD OF RFP 19-11 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH APPLIED BEHAVIORAL INTERVENTIONS, PLLC FOR CRIME VICTIM TRAUMA COUNSELING SERVICES FOR THE GLENDALE POLICE DEPARTMENT GLENDALE FAMILY ADVOCACY CENTER
Presented by: Rick St. John, Police Chief

Attachments
Agreement - Applied Behavioral Interventions

12. AWARD OF RFP 19-11 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DAWN INSTITUTE, LLC FOR CRIME VICTIM TRAUMA COUNSELING SERVICES FOR THE GLENDALE POLICE DEPARTMENT GLENDALE FAMILY ADVOCACY CENTER
Presented by: Rick St. John, Police Chief

Attachments
Agreement - Dawn Institute LLC

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

13. RESOLUTION NO. R19-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA18-05 FOR PROPERTY LOCATED AT 17200 NORTH 61ST AVENUE.

ORDINANCE NO. O19-11
AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 17200 NORTH 61ST AVENUE FROM A-1 (AGRICULTURAL) AND C-O (COMMERCIAL OFFICE) TO R1-6 PRD (SINGLE RESIDENCE WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY) FOR A DEVELOPMENT PLAN ENTITLED “WINDSOR COURT,” AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THE ORDINANCE BE RECORDED.

Presented by: David Williams, AICP, Planning Administrator

Attachments
R19-11
O19-11
GPA18-05 AND ZON18-06 PLANNING STAFF RPT

PUBLIC HEARING - ORDINANCES

14. *ORDINANCE NO. O19-12

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING ZONING TEXT AMENDMENT ZTA18-04 FOR MEDICAL MARIJUANA DISPENSARIES AND AMENDING THE ZONING ORDINANCE AS FOLLOWS: ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS); PROVIDING FOR SEVERABILITY, SETTING FORTH AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THE ORDINANCE BE RECORDED.

Presented by: David Williams, AICP, Planning Administrator

Attachments
O19-12
ZTA18-04 Planning Commission Staff Report

ORDINANCES

15. ORDINANCE NO. O19-13

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF GLENDALE, ARIZONA GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF PROVIDING FUNDS TO PAY ALL OR A PORTION OF THE COSTS OF CERTAIN PROJECTS OF THE CITY AND TO PAY ALL NECESSARY LEGAL, FINANCIAL, ARCHITECTURAL, ENGINEERING AND OTHER COSTS IN CONNECTION THEREWITH; PROVIDING FOR THE SALE OF SAID BONDS; AUTHORIZING THE EXECUTION OF A BOND REGISTRAR AND PAYING AGENT AGREEMENT; AUTHORIZING AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE UNDERTAKING AND CERTAIN OTHER DOCUMENTS AND THE TAKING OF
CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE.
Presented By: Vicki Rios, Director, Budget and Finance
Guest Presenter: Kurt Freund, Managing Director, RBC Capital Markets, LLC
Bill DeHaan, Shareholder, Greenberg Traurig, LLP

**Attachments**
O19-13

16. **ORDINANCE NO. O19-14**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING DESIGNATED OFFICERS TO DEPOSIT AND WITHDRAW CITY FUNDS FROM DESIGNATED BANK ACCOUNTS; DIRECTING ALL BANKS WITH CITY ACCOUNTS TO RECOGNIZE THE SIGNATURES OF SAID OFFICERS ON ELECTRONIC FUND TRANSFERS, CHECKS FOR DEPOSIT AND/OR WITHDRAWAL; AND DECLARING AN EMERGENCY.
Presented by: Vicki Rios, Director, Budget and Finance

**Attachments**
O19-14

17. **ORDINANCE NO. O19-15**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, CLARIFYING THE POWERS AND DUTIES OF THE HUMAN RELATIONS COMMISSION.
Presented by: Nancy Mangone, Assistant City Attorney

**Attachments**
O19-15

18. **ORDINANCE NO. O19-16**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SALE OF LAND BY THE CITY TO ADVANCED ACQUISITIONS, LLC ON THE SOUTHEAST CORNER OF 91ST AVENUE AND EMIL ROVEY PARKWAY/ORANGEWOOD ALIGNMENT AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE SALE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.
Presented by: David D, Beard, P.E., City Engineer

**Attachments**
O19-16
Purchase & Sales Agreement
RESOLUTIONS

19. RESOLUTION NO. R19-12


Presented by: Stephanie Small, Director, Community Services Department
Ismael Cantu, Community Action Program Administrator

Attachments
R19-12
ADOH Funding Agreement

NEW BUSINESS

20. *AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY AND CASH TRANSFER

Presented by: Michelle Woytenko, Director, Field Operations

Attachments
Attachment A
Attachment B

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

SPECIAL ACCOMMODATIONS

For special accommodations please contact the City Clerk’s Office at 623-930-2252 extension 1 at least 3 business days prior to the meeting.

POSTING VERIFICATION
This agenda was posted on 1/16/19 at 4:30 p.m. by CV.
*This amended agenda was posted on 1/17/19 at 2:00 p.m. by CV.
Subject
APPROVAL OF THE MINUTES OF THE JANUARY 8, 2019 VOTING MEETING

Purpose and Recommended Action
N/A

Attachments
Draft Minutes - 1/8/19 Meeting
City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes

Tuesday, January 8, 2019
5:30 P.M.
Voting Meeting
Council Chambers

City Council

Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner
CALL TO ORDER

Mayor Weiers called the meeting to order at 5:31 p.m.

ROLL CALL

Present:
- Mayor Jerry Weiers
- Vice Mayor Lauren Tolmachoff
- Councilmember Jamie Aldama
- Councilmember Joyce Clark
- Councilmember Ian Hugh
- Councilmember Ray Malnar
- Councilmember Bart Turner

Also Present:
- Kevin Phelps, City Manager
- Michael Bailey, City Attorney
- Tom Duensing, Assistant City Manager
- Chris Anaradian, Assistant City Manager
- Sheryl Rabin, Deputy City Clerk

PRAYER/INVOCATION

The invocation was delivered by Will Getz, Assistant Pastor at Calvary Phoenix and Glendale.

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

CITIZEN COMMENTS

James Deibler, Phoenix resident, addressed concerns regarding abortion.

Christopher Budreski, Cactus District resident, addressed concerns regarding mobile food vendors.

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE DECEMBER 11, 2018 VOTING MEETING

   A motion was made by Councilmember Jamie Aldama, seconded by Councilmember Ian Hugh to approve the minutes of the December 11, 2018 voting meeting.

   AYE: Mayor Jerry Weiers
   - Vice Mayor Lauren Tolmachoff
   - Councilmember Jamie Aldama
   - Councilmember Joyce Clark
   - Councilmember Ian Hugh
   - Councilmember Ray Malnar
   - Councilmember Bart Turner
PROCLAMATIONS AND AWARDS

2. PROCLAIM JANUARY 22, 2019 AS SPEAK UP, STAND UP, SAVE A LIFE DAY
   Presented by: Office of the Mayor

Mayor Weiers proclaimed January 22, 2019 as the Third Annual Speak Up, Stand Up, Save A Life Day. On January 22nd, more than 4,500 students would fill the arena at Grand Canyon University to learn how to Speak Up, Stand Up, Save A Life. The daylong event would inspire attendees to connect and create lasting solutions to implement back at their schools and increase each student’s ability to speak out about behavior that could be harmful to another student.

CONSENT AGENDA

Ms. Rabin read the Consent Resolutions by title.

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-24819, MIJANA WEST

4. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22708, GLENFAIR LANES

5. AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH INTERGRAPH CORPORATION AND EXPENDITURE AUTHORIZATION FOR COSTS ASSOCIATED WITH THE CAD-MPS 9.4 UPGRADE FOR THE POLICE DEPARTMENT

6. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH UNIVERSITY TERMITE AND PEST CONTROL, INC., FOR PEST CONTROL SERVICES

7. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HOWDEN ROOTS, LLC TO SERVICE TURBLEX BLOWERS AT WATER RECLAMATION FACILITIES

8. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH TECHNICAL MARKETING MANUFACTURING, INC. (TMMI) - GE INTELLIGENT PLATFORMS FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) LICENSE AND SUPPORT SERVICES

9. AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH PROGRESSIVE SERVICES, INC. DBA PROGRESSIVE ROOFING FOR CHOLLA WATER TREATMENT PLANT ADMINISTRATION BUILDING HVAC AND ROOF REPLACEMENT

10. AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER WITH COMBS CONSTRUCTION COMPANY, INC. TO INCREASE COMPENSATION FOR THE 71ST AVENUE PAVING AND WATERLINE REPLACEMENT PROJECT

11. AUTHORIZATION TO INCREASE A CONSTRUCTION CONTRACT WITH NESBITT CONTRACTING COMPANY, INC. FOR THE 95TH AVENUE EXTENSION PROJECT

12. AMENDMENT NO. ONE TO THE CONSTRUCTION CONTRACT WITH VISUS ENGINEERING CONSTRUCTION INC., FOR 59TH AND OLIVE AVENUES CAPACITY IMPROVEMENT PROJECT

CONSENT RESOLUTIONS
13. RESOLUTION NO. R19-01


14. RESOLUTION NO. R19-02

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF APACHE JUNCTION FOR LAW ENFORCEMENT, SECURITY, AND TRAFFIC MANAGEMENT SERVICES FOR EVENTS AT STATE FARM STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT

15. RESOLUTION NO. R19-03


16. RESOLUTION NO. R19-04


A motion was made by Councilmember Ray Malnar, seconded by Councilmember Joyce Clark to approve Consent Agenda items 3 through 12 and adopt Consent Resolution items 13 through 16.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

BIDS AND CONTRACTS

17. AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HOME DEPOT, U.S.A., INC. FOR MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES AND RATIFICATION OF EXPENDITURES
Ms. Rabin read the item by title.

A motion was made by Councilmember Bart Turner, seconded by Vice Mayor Lauren Tolmachoff to approve item 17.

Councilmember Clark would be voting no on items 17 and 18 because she did not support five-year contracts. The items were non-essential and did not require five-year contracts. She asked if the supplies could be obtained from local vendors.

The vote on the motion was:

AYE: Mayor Jerry Weiers  
Vice Mayor Lauren Tolmachoff  
Councilmember Jamie Aldama  
Councilmember Ian Hugh  
Councilmember Ray Malnar  
Councilmember Bart Turner  
NAY: Councilmember Joyce Clark  
Passed

18. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SOUTHWEST ENVIRONMENTAL, INC. DBA SOUTHWEST ENVIRONMENTAL TESTING, INC. FOR MANHOLE REHABILITATION

Ms. Rabin read the item by title.

A motion was made by Councilmember Ian Hugh, seconded by Vice Mayor Lauren Tolmachoff to approve item 18.

AYE: Mayor Jerry Weiers  
Vice Mayor Lauren Tolmachoff  
Councilmember Jamie Aldama  
Councilmember Ian Hugh  
Councilmember Ray Malnar  
Councilmember Bart Turner  
NAY: Councilmember Joyce Clark  
Passed

ORDINANCES

19. ORDINANCE NO. O19-01

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA AMENDING GLENDALE CITY CODE, CHAPTER 24, ARTICLE XIII, BY ADDING A NEW SECTION 24-179 RELATING TO THE USE OF HANDHELD MOBILE DEVICES INCLUDING SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND REPEALING CONFLICTING ORDINANCES.  
Presented by: Rick St. John, Police Chief
Ms. Rabin read the ordinance by title.

Chief St. John said the use of cell phones while driving had been found to be a significant cause of motor vehicle accidents. At least 38 states and Washington, D.C. had enacted some form of restriction on cell phone use. Arizona law currently imposed minimal restrictions on cell phone usage and only prohibited use by school bus drivers, novice drivers, and drivers under the age of 18. In the absence of comprehensive state law, a growing number of cities, counties, and towns in Arizona had passed ordinances restricting cell phone use and texting by drivers. To date, the Cities of El Mirage, Phoenix, Sedona, Surprise, and Tucson, the Counties of Coconino and Pima, and the Town of Oro Valley had ordinances in place.

Chief St. John said the proposed ordinance would prohibit handheld cell phone use while operating a motor vehicle. The violation would be a civil offense that would include a $250 fine. The violation would be considered a primary offense, which meant an officer could use the observed violation to initiate a traffic stop on the vehicle. Appropriate exceptions would apply, including if the driver was communicating an emergency situation to emergency personnel.

Chief St. John said staff was recommending Council adopt the proposed ordinance.

Councilmember Malnar asked if a citizen band or ham radio operator was excluded.

Chief St. John said no citation would be issued to radio operators.

Brandon Lyons, Tucson resident, representing Look! Save a Life, spoke in support of the proposed ordinance.

Councilmember Turner was pleased the City was joining with other jurisdictions to pass a model ordinance. He suggested working with the other jurisdictions to erect universal signage regarding distracted driving.

Vice Mayor Tolmachoff said driving was probably the most dangerous thing people did every day. She was very pleased that the proposed ordinance was finally at the finish line.

A motion was made by Councilmember Joyce Clark, seconded by Vice Mayor Lauren Tolmachoff to adopt Ordinance No. O19-01.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

20. ORDINANCE NO. O19-02

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE LOCATED AT 19250 NORTH 101 LOOP AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.
Presented by: David D. Beard., P.E., City Engineer
Ms. Rabin read the ordinance by title.

Mr. Beard said the next four agenda items were all related and he would make one presentation covering all four items. The developer of the new Arrowhead BMW, located at 19250 North 101 Loop, had constructed a new public water line in order to meet the domestic water demands and fire protection requirements for the development. The developer, West Valley RE Investments, LLC, was granting the City an easement for the water line so that the City could maintain the new water line.

Mr. Beard said in conjunction with the Arrowhead BMW project, West Valley RE Investments, LLC, obtained a remnant parcel of land from the Arizona Department of Transportation. The parcel of land contained a City sewer line. West Valley RE Investments, LLC, was granting the City an easement for the sewer line so that the City could maintain the existing sewer line.

Mr. Beard said the City determined that a waterline extension was necessary to provide system connectivity across the State Route 101 (Loop 101) in the vicinity of Beardsley Road. On January 9, 2018, the City entered into a Development Agreement with the owners/developers in the area for the construction of the Loop 101 Waterline across the respective properties. The owners, West Valley RE Investments, LLC, and Beardsley Outer Loop, LLC were both granting the City an easement for the Loop 101 Waterline. Staff was recommending approval of all four proposed ordinances.

A motion was made by Councilmember Jamie Aldama, seconded by Councilmember Joyce Clark to adopt Ordinance No. O19-02.

AYE: Mayor Jerry Weiers  
Vice Mayor Lauren Tolmachoff  
Councilmember Jamie Aldama  
Councilmember Joyce Clark  
Councilmember Ian Hugh  
Councilmember Ray Malnar  
Councilmember Bart Turner  

Passed

21. ORDINANCE NO. O19-03

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A SEWER LINE LOCATED AT 19250 NORTH 101 LOOP AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE. 
Presented by: David D. Beard, P.E., City Engineer

Ms. Rabin read the ordinance by title.

A motion was made by Councilmember Ray Malnar, seconded by Councilmember Joyce Clark to adopt Ordinance No. O19-03.

AYE: Mayor Jerry Weiers  
Vice Mayor Lauren Tolmachoff  
Councilmember Jamie Aldama  
Councilmember Joyce Clark  
Councilmember Ian Hugh
22. ORDINANCE NO. O19-04

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE TRAVERSING THE PROPERTY LOCATED AT 19250 NORTH LOOP 101 AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Presented by: David D. Beard, P.E., City Engineer

Ms. Rabin read the ordinance by title.

A motion was made by Councilmember Bart Turner, seconded by Vice Mayor Lauren Tolmachoff to adopt Ordinance No. O19-04.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

23. ORDINANCE NO. O19-05

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN EASEMENT FOR A WATER LINE LOCATED SOUTH OF BEARDSLEY ROAD AND WEST OF STATE ROUTE 101 AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Presented by: David D. Beard, P.E., City Engineer

Ms. Rabin read the ordinance by title.

A motion was made by Councilmember Ian Hugh, seconded by Vice Mayor Lauren Tolmachoff to adopt Ordinance No. O19-05.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed
24. ORDINANCE NO. O19-06

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED AT THE INTERSECTION OF 63RD AVENUE AND BUTLER DRIVE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Presented by: David D. Beard, P.E., City Engineer

Ms. Rabin read the ordinance by title.

Mr. Beard said Alice Park, LLC, the owner of the new Alice Park subdivision currently under construction at the Butler Drive alignment between 61st and 63rd Avenues, was constructing right-of-way improvements along 63rd Avenue. The improvements included tiling a Salt River Project Agricultural Improvement and Power District (SRP) irrigation ditch and also upgrading an existing pipe crossing at the intersection of 63rd Avenue and Butler Drive. There was currently no easement existing for the pipe. SRP was requesting a new irrigation easement within the current Butler Drive and 63rd Avenue right-of-way to protect its facilities. Staff recommended approval.

A motion was made by Councilmember Bart Turner, seconded by Councilmember Ian Hugh to adopt Ordinance No. O19-06.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

25. ORDINANCE NO. O19-07

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED AT 95TH AVENUE AND MISSOURI AVENUE DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Presented by: David D. Beard, P.E., City Engineer

Ms. Rabin read the ordinance by title.

Mr. Beard said the next two items were related and he would make one presentation for both. The City and SRP wished to underground an existing open irrigation facility within the City right-of-way and relocate a headwall to the west outside of City property. The easement would give SRP the right to construct, reconstruct, operate, repair and maintain an irrigation pipeline and irrigation turnout structure together with all necessary and appurtenant facilities.

Mr. Beard said the installation of electric facilities for street lighting was a component of the 95th Avenue Extension Project. Staff recommended granting of the easement for the new underground power distribution line and associated facilities. There would be no impact on City departments, staff or service levels and no costs would be incurred by the City for granting the
Councilmember Clark asked if the residents of the area had been informed of the undergrounding.

Mr. Beard said it would not impact area residents' irrigation.

A motion was made by Councilmember Joyce Clark, seconded by Councilmember Ian Hugh to adopt Ordinance No. O19-07.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner
Passed

26. ORDINANCE NO. O19-08

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED BETWEEN BETHANY HOME ROAD AND MARSHALL AVENUE ALONG THE 95th AVENUE ALIGNMENT CONSISTING OF APPROXIMATELY 0.36 ACRES OR 16,099 SQUARE FEET FOR THE 95th AVENUE EXTENSION PROJECT AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Presented by: David D. Beard, P.E., City Engineer

Ms. Rabin read the ordinance by title.

A motion was made by Councilmember Jamie Aldama, seconded by Councilmember Joyce Clark to adopt Ordinance No. O19-08.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner
Passed

27. ORDINANCE NO. O19-09

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED AT CHOLLA WATER TREATMENT PLANT AT 4805 WEST CHOLLA STREET CONSISTING OF APPROXIMATELY 0.1 ACRE FOR THE CHOLLA WATER
Ms. Rabin read the ordinance by title.

Mr. Beard said the Power Distribution Easement to SRP was necessary to allow an easement to be created to provide upgraded electrical services at the Cholla Water Treatment Plant site. SRP would grant a non-exclusive 0.1 acre of easement to construct, install, reconstruct, replace, remove, repair operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures. There would be no costs incurred by the City and no impact on City departments, staff or service levels.

A motion was made by Councilmember Ray Malnar, seconded by Vice Mayor Lauren Tolmachoff to adopt Ordinance No. O19-09.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

ORDINANCE NO. O19-10

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SALE OF LAND BY THE CITY TO TAYLOR MORRISON/ARIZONA LLC AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE SALE AND DIRECTING CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Presented by: David D. Beard, P.E., City Engineer

Ms. Rabin read the ordinance by title.

Mr. Beard said the City owned and operated a stormwater retention basin of approximately 0.54 acres at 79th Avenue and Camelback Road. The land to the west was owned by and would be developed by Taylor Morrison/Arizona LLC. He said Taylor Morrison/Arizona LLC requested to purchase the City-owned stormwater basin to combine with the proposed El Prado stormwater basin for operational efficiency, aesthetic enhancement to the area, and to provide a larger connected open space. The sale price of $12,780 was determined by analysis of land market value and City operating expenses.

Mr. Beard said there should be no expenses to the City for the sale of the property. However, approval was requested in an amount up to $2,000 in fees use, if necessary, to cure any outstanding items in escrow. There would be reduced operations and maintenance expense of approximately $6,000 annually to the City.

A motion was made by Councilmember Ian Hugh, seconded by Vice Mayor Lauren Tolmachoff to adopt Ordinance No. O19-10.

AYE: Mayor Jerry Weiers
RESOLUTION NO. R19-05

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SUPPORTING AND APPROVING WOOLF LOGISTICS CENTER, WESTERN TRANS LLC APPLICATION FOR GENERAL PURPOSE FOREIGN TRADE ZONE STATUS; AUTHORIZING STAFF TO TAKE ANY FUTURE ACTION NECESSARY INCLUDING EXECUTION OF APPLICABLE DOCUMENTS IN RELATION TO THIS FOREIGN TRADE ZONE MAGNET SITE WITHIN THE GREATER MARICOPA FOREIGN TRADE ZONE.

Presented by: Brian Friedman, Economic Development Director

Ms. Rabin read the resolution by title.

Mr. Friedman said the Greater Maricopa FTZ Inc. (GMFTZ), applied to the Foreign Trade Zones Board of the United States Department of Commerce to approve and activate the formation and operation of a general-purpose foreign trade zone to be created in the western and northern Maricopa County, Arizona. As part of the applicant’s application process to the federal government, taxing entities were requested to provide letters of support for the FTZ designation. The annexation of the Woolf Logistics Center provided the opportunity for Council to consider authorizing a letter of support for the applicant's FTZ magnet site designation in Glendale.

Mr. Friedman said the FTZ magnet site did provide for an effective 72 percent reduction in property taxes for qualified end users, from 18% to 5%. The economic impact of a commercial enterprise in an FTZ, even with the reduction, was positive for the City. The creation of the magnet FTZ designation on a portion of the Woolf Logistics Center site in GMFTZ was compatible with the City’s economic development goals of expanding the employment base by providing development tools to support the attraction of new businesses in the manufacturing and industrial areas that might not otherwise locate within the City. The economic development tool was understood by corporations and worked to promote the investment and development within the proposed boundaries.

A motion was made by Councilmember Joyce Clark, seconded by Vice Mayor Lauren Tolmachoff to adopt Resolution No. R19-05.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed
RESOLUTION NO. R19-06

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE INVESTMENT POLICY FOR THE CITY OF GLENDALE.
Presented by: Vicki Rios, Director, Budget and Finance

Ms. Rabin read the resolution by title.

Ms. Rios said on June 12, 2018, City Council adopted Resolution No. R18-67 to amend the City's investment policy and established a new strategy that divided the investment portfolio into two funds: (1) Core and (2) Liquidity. Funds that were reserved and not expected to be used in the short-term were invested in the Core Portfolio. These funds were invested for a longer duration and were managed actively on a discretionary basis whereby securities were purchased and sold by the City's investment advisor, Public Trust Advisors, acting in a fiduciary capacity. Funds that were needed in the shorter-term were invested in the Liquidity Portfolio. The Liquidity Portfolio maturities matched the cash needs of the City and continued to be managed as a non-discretionary portfolio.

Ms. Rios said during the implementation of the new strategy and with the creation of the two separate investment portfolios, the investment advisor identified additional proposed changes to the investment policy. In the proposed revised investment policy, credit quality requirements would apply at the time of purchase based upon the City's combined portfolio. The language was added to ensure compliance when the total invested balance fluctuated as the City withdrew funds to meet cash needs for payments of debt and other obligations. Proposed language to clarify the investment maturity for each portfolio was also added.

Councilmember Clark asked if the City's short-term investments were impacted by stock market activity.

Ms. Rios said the investments were not impacted because the City did not invest in stocks. It invested in government bonds and treasuries.

A motion was made by Councilmember Ray Malnar, seconded by Vice Mayor Lauren Tolmachoff to adopt Resolution No. R19-06.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

NEW BUSINESS

COUNCIL SELECTION OF VICE MAYOR
Presented by: Brent Stoddard, Director, Public Affairs

Ms. Rabin read the item by title.
A motion was made by Vice Mayor Lauren Tolmachoff, seconded by Councilmember Bart Turner to elect Councilmember Clark as Vice Mayor.

Mayor Weiers said it was well-deserved and he looked forward to working with Councilmember Clark.

Councilmember Clark thanked Council for the vote of confidence.

The vote on the motion was:

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Lauren Tolmachoff, seconded by Councilmember Ian Hugh to hold the next regularly scheduled Council workshop on Tuesday, January 22, 2019 at 12:30 p.m. in the City Council Chambers, followed by an executive session pursuant to A.R.S. 38-431.03.

AYE: Mayor Jerry Weiers
Vice Mayor Lauren Tolmachoff
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ian Hugh
Councilmember Ray Malnar
Councilmember Bart Turner

Passed

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said the next mobile office hours for the Ocotillo District would be January 30, 2019 from 5:30 p.m. to 7:30 p.m. at the Glendale Elementary School District boardroom at 7301 N. 58th Avenue.

Councilmember Aldama said Mr. Duensing would be leaving the City. He thanked him for the leadership and financial guidance he had provided to the City.

Councilmember Clark said the distracted driving ordinance was long overdue.

Councilmember Clark thanked Mr. Duensing for his service and for getting the City through its financial crisis. His actions had literally saved the City. He would be missed.

Councilmember Hugh thanked Vice Mayor Tolmachoff for her leadership over the past year and
congratulated Councilmember Clark.

Councilmember Hugh recognized Mr. Duensing for the financial leadership he had provided.

Councilmember Malnar thanked Mr. Duensing for his work and efforts on behalf of the City.

Councilmember Turner also thanked Vice Mayor Tolmachoff for her leadership. He congratulated Councilmember Clark on her election to Vice Mayor.

Councilmember Turner reminded residents of the Unity Walk being held at Tempe Beach Park on Saturday, January 26th.

Councilmember Turner reminded residents that the Glendale Arts Council was celebrating its 56th Annual Juried Art Show. It was open 10:00 a.m. to 5:00 p.m. through January 27th at Sahuaro Ranch Park.

Councilmember Turner thanked Mr. Duensing for all he had done for the City. He would be missed.

Vice Mayor Tolmachoff said it had been a privilege working with Mr. Duensing. He had been so helpful and worked so hard for the City. She wished him well and said he would be missed.

Vice Mayor Tolmachoff was joining Councilmember Malnar to hold a shred event on Saturday, February 2nd at 7:00 a.m. at the Foothills Library.

Mayor Weiers thanked Mr. Duensing for his service and commitment to the City. He wished him the best of luck.

Mayor Weiers was hosting a blood drive at the Civic Center Annex on January 9th. There was a huge need for blood because supplies were low at this time of year.

Mr. Phelps also recognized Mr. Duensing for his years of service and his accomplishments during his time at the City.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 7:00 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the meeting of the Glendale City Council of Glendale, Arizona, held on the 8th day of January, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this __ day of ____, 2019.

_______________________________________
Julie K. Bower, MMC, City Clerk
Subject:
APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
Presented by: Councilmember Bart Turner

Purpose and Recommended Action
This is a request for City Council to approve the recommended (re)appointments to terms on boards, commissions and other bodies and for the Mayor to administer the Oath of Office to the appointees in attendance.

Background
The recommended (re)appointments are as follows:

Arts Commission
Helen Fokszansyj-Conti, Yucca District, to a term expiring 1/31/2021
Joni Dinges, Cactus District, to a term expiring 1/31/2021
Nicole Riley, Sahuaro District, to a term expiring 1/31/2021
Thomas Cole, Barrel District, to a term as Chair expiring 1/31/2020
Bernadette Bolognini, Ocotillo District, to a term as Vice Chair expiring 1/31/2020

Aviation Advisory Commission
Tim Topliff, Sahuaro District, to a term expiring 1/31/2021
Randal Kruger, Mayoral, to a term expiring 1/31/2021
Quentin Tolby, Cactus District, to a term expiring 1/31/2021 and to a term as Vice Chair expiring 1/31/2020
Larry Rovey, Yucca District, to a term as Chair expiring 1/31/2020

Board of Adjustment
Lawrence Feiner, Sahuaro District, to a term expiring 1/31/2021
Benjamin Naber, Barrel District, to a term expiring 1/31/2021
Erminie Zarra, Mayoral, to a term expiring 1/31/2021 and to a term as Chair expiring 1/31/2020
Cathy Cheshier, Cholla District, to a term as Vice Chair expiring 1/31/2020

Citizens Transportation Oversight Commission
Chris Hauser, Barrel District, to a term expiring 1/31/2021
Jack Nylund, Mayoral, to a term expiring 1/31/2021
Christopher Sund, Cholla District, to a term expiring 1/31/2021
Joan Young, Yucca District, to a term expiring 1/31/2021
John Geurs, Ocotillo District, to a term as Chair expiring 1/31/2020
John Fernandes, Yucca District, to a term as Vice Chair expiring 1/31/2020

Citizens Utility Advisory Commission
Jonathan Liebman, Cholla District, to a term expiring 1/31/2021 and to a term as Chair expiring 1/31/2020
Ron Short, Cactus District, to a term expiring 1/31/2021 and to a term as Vice Chair expiring 1/31/2020
Larry Flatau, Barrel District, to a term expiring 1/31/2021

City Code Review Council Committee
Yvonne Knaack, Barrel District, to a term expiring 2/29/2020*
Ron Short, Cactus District, to a term expiring 2/29/2020*
Francis Sisti, Cholla District, to a term expiring 2/29/2020*
Warren Wilfong, Ocotillo District, to a term expiring 2/29/2020*
Barbara Lentz, Sahuaro District, to a term expiring 2/29/2020*
Michael Socaciu, Yucca District, to a term expiring 2/29/2020*
Assistant Police Chief Rich LeVander, Police Department Representative, to a term expiring 2/29/2020*

*Terms sunset one year after the date of the first committee meeting.

Community Development Advisory Committee
Theodora Hackenberg, Barrel District, to a term expiring 6/30/2020

Historic Preservation Commission
Theodora Hackenberg, Barrel District, to a term expiring 1/31/2021
Larry Rovey, Mayoral, to a term expiring 1/31/2021
Leslie McConnell, Sahuaro District, to a term expiring 1/31/2021
Willow Taylor, Sahuaro District, to a term expiring 1/31/2020
Timothy Quinn, Barrel District, to a term expiring 1/31/2021 and to a term as Chair expiring 1/31/2020
Sharon Wixon, Cactus District, to a term as Vice Chair expiring 1/31/2020

Human Relations Commission
Salvador Obregon, Jr., Barrel District, to a term expiring 1/31/2020

Industrial Development Authority
Heather Spring, Cholla District, to a term expiring 1/31/2025

Judicial Selection Advisory Board
Michael Kielsky, Maricopa County Bar Association, to a term expiring 1/31/2022
Magdalena Osborn, Arizona State Bar Association, to a term expiring 1/31/2022
Joshua Conway, Barrel District, to a term expiring 1/31/2021
Ana Botello, Ocotillo District, to a term expiring 1/31/2021

Library Advisory Board
Gary Johnson, Barrel District, to a term expiring 1/31/2021
Diane Kocur, Cholla District, to a term expiring 1/31/2021
Timothy Ndavu, Cactus District, to a term expiring 1/31/2021
Jessica Koory, Ocotillo District, to a term as Chair expiring 1/31/2020
Municipal Property Corporation
Donald Knafels, Barrel District, to a term expiring 1/31/2020
Leland Peterson, Cactus District, to a term expiring 1/31/2020
Roger Schwierjohn, Barrel (Sahuaro) District, to a term expiring 1/31/2020
David Leckie, Sahuaro District, to a term expiring 1/31/2020

Parks & Recreation Advisory Commission
Monica Lopez, Mayoral, to a term expiring 1/31/2020
Sam McConnell, Sahuaro District, to a term as Chair expiring 1/31/2020
Gayle Schiavone, Yucca District, to a term as Vice Chair expiring 1/31/2020

Personnel Board
Lorenzo Herrera, Ocotillo District, to a term expiring 1/31/2021
Becky Shady, Barrel District, to a term expiring 1/31/2021
Ray Strahl, Barrel District, to a term expiring 1/31/2021
Davita Solter, Sahuaro District, to a term expiring 1/31/2021 and to a term as Chair expiring 1/31/2020
Linda Gomez, Cholla District, to a term as Vice Chair expiring 1/31/2020

Planning Commission
Rick Harper, Sahuaro District, to a term expiring 1/31/2021
John Froke, Cholla District, to a term expiring 1/31/2021
Gary Hirsch, Mayoral, to a term expiring 1/31/2021 and to a term as Chair expiring 1/31/2020
Al Lenox, Barrel District, to a term expiring 1/31/2021 and to a term as Vice Chair expiring 1/31/2020

Public Safety Personnel Retirement System - Local Fire & Police Boards
Charles Erickson, Cholla District, to a term expiring 1/31/2023 and to a term as Chair expiring 1/31/2020

Risk Management /Workers' Compensation Trust Fund Board
Gary Deardorff, Mayoral, to a term expiring 1/31/2022 and to a term as Chair expiring 1/31/2020
Yvonne Knaack, Barrel District, to a term as Vice Chair expiring 1/31/2020
AUTHORIZATION TO APPROVE THE SOLE SOURCE PURCHASE OF ANNUAL MAINTENANCE SUPPORT FROM TATA CONSULTANCY SERVICES FOR THE TAX MANTRA SYSTEM

Presented by: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to approve the sole source purchase of annual maintenance support from Tata Consultancy Services for the Tax Mantra system for six-months under contract number C-7108 for an amount not to exceed $95,895, and to authorize the City Manager to execute any documents necessary to implement the maintenance contract for the period of February 9, 2019 through August 8, 2019.

Background

On August 11, 2009, City Council awarded contract C-7108 to TCS America, Inc for the city’s sales tax and licensing system software. The City uses the system to manage taxpayer information, process tax returns, manage business license information and business license renewals, monitor outstanding receivables and delinquencies, and identify potential audit and unlicensed business cases. Annual maintenance provides technical support, software updates, and fixes. The contract allows for the continuation of annual maintenance upon mutual agreement by both parties.

Analysis

TCS America, Inc., is the creator of the Tax Mantra software and currently provides the much needed maintenance and support. It is common in the software industry for the software maintenance to be provided only by the creator of the system because the software is proprietary and firms typically do not license other companies to provide support services. This software maintenance and support is necessary to continue to use the Tax Mantra system for the next six-months. This purchase has been approved by the Materials Manager as a sole source procurement. The Materials Manager may procure and contract for supplies and services without competition when there has been a written determination that competition is not available and there is only one known source for the supply or services.

Since the Arizona Department of Revenue has taken over TPT return processing, staff anticipates this will be the last 6 months for the purchase of the Tax Mantra software maintenance. Tax Mantra is still used for licensing businesses and processing returns and audits. Staff is currently in the process of reviewing options for a new licensing system to meet city’s needs with a goal of implementing a new system by August 2019. This new system would
most likely replace Tax Mantra.

**Previous Related Council Action**

On August 11, 2009, City Council awarded contract number C-7108 to TCS America, Inc., for the Tax Mantra sales tax and licensing system software.

**Community Benefit/Public Involvement**
The Tax Mantra system captures business and taxpayer account information, tracks tax return filings and payments, delinquencies, licensing application and payments.

<table>
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<tr>
<th>Fiscal Impact</th>
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<tbody>
<tr>
<td>Fiscal Year:</td>
</tr>
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<td>FY2018-19</td>
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<tr>
<td>Fiscal Year Amount Requested:</td>
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<tr>
<td>$95,895</td>
</tr>
<tr>
<td>Budgeted Y/N?:</td>
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</tr>
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<td>Account:</td>
</tr>
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<td>70502210-524120</td>
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<tr>
<td>Transfer Required? Y/N:</td>
</tr>
<tr>
<td>N</td>
</tr>
</tbody>
</table>

**Budget and Financial Impacts:**
The annual maintenance support cost is budgeted in the Technology Replacement fund. Expenditures beyond the current fiscal year are dependent upon Council budget approval.

**Attachments**
Amend 8_TCS
AMENDMENT NO. 8
TAX MANTRA MASTER SERVICES AGREEMENT
(City of Glendale Solicitation No. 09-15 Revised, Contract No. C7108)

This Amendment No. 8 ("Amendment") to the Tax Mantra Master Services Agreement ("Agreement") is made this _____ day of __________, 20___ ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Tata Consultancy Services Limited (TCS), a foreign corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and TCS ("Contractor") previously entered into a Tax Mantra Master Services Agreement, Contract No. C-7108, dated November 15, 2009 ("Agreement"); and

B. On April 9, 2010, City and Contractor previously entered into Change Order No. C-7108-1 and C-7108-2 to incorporate the additional requirements for remittance payment processing for Tax and License bills and to incorporate the additional requirements for Data Conversion of existing data; and

C. On June 30, 2010, City and Contractor previously entered into Change Order No. C-7108-3 to incorporate the additional requirements for Fire Inspection fee handling; and

D. On February 13, 2018, January 24, 2017, January 26, 2016, January 27, 2015, and February 12, 2013, City and Contractor exercised the option to extend Annual Maintenance Support; and

E. On April 1, 2018, City consented to assignment of Agreement along with the Initial State of Work, all Statement of Works, Schedules and appendixes and all associated amendments thereto and all the change orders to the Agreement or to the Statement of Work to Tata Consultancy Services Ltd. ("TCS"); and

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

AGREEMENT

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

1. Recitals. The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a six-month period from February 09, 2019 through August 08, 2019, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is unchanged, except as specifically modified by the Statement of Work document attached as Exhibit "A" to this Amendment.

4. **Compensation.** Schedule A, Section 12.7 of the Master Agreement is amended as set forth in Exhibit "B" to this Amendment.

5. **Intentionally omitted.**

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8. **Intentionally omitted.**

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

[Signatures on the following page.]
CITY OF GLENDALE, an Arizona municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Tata Consultancy Services Limited

By: Surya Kant
Its: President-North America operations

12/26/2018
Tax Mantra®
City of Glendale, Arizona, USA

Statement of Work – Tax Mantra® Application AMC

TCS Contract Reference: B-2010-83773
Notice

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3. Project Schedule ......................................................................................................................... 3
4. Project Duration ......................................................................................................................... 4
5. Project Amount and Payment Terms ......................................................................................... 5
1. **Detailed Description**

1. This Tax Mantra® AMC Statement of Work Agreement ("Agreement"), is entered into and effective as of February 09, 2019. This SOW is entered into between Tata Consultancy Services Limited ("Company") and City of Glendale ("City"), pursuant to the Master Service Agreement (MSA) between TCS and City of Glendale effective Nov. 16, 2009 executed by and between Tata Consultancy Services Limited (previously Tata America International Corporation and Tata Consultancy Services Limited) and City.

2. Tax Mantra® AMC Support parameters will be same as per schedule B "Support Plan for Annual Maintenance Contract for City of Glendale" of the MSA.
2. Project Scope

Project scope is to provide Maintenance Support of Tax Mantra® application to City so that the solution is functional and meets City business needs.

Maintenance Activities – Providing application maintenance for defects, queries, help requests and new enhancements through incident management application "TM Connect", Email and Phone as per support parameters.

TCS agrees to provide application support to the following Tax Mantra® functional modules:

- Taxpayer Registration
- Taxpayer Accounting
- Payment Processing
- Revenue Accounting
- Correspondence
- Case Management
- Security
- Reports
- Utilities
- Configuration
- Scheduler
3. Project Schedule

There is no schedule for this Tax Mantra® AMC.
4. Project Duration

Duration of Tax Mantra® AMC will be 6 months from February 09, 2019 till August 08, 2019.
5. Project Amount and Payment Terms

Tax Mantra® AMC amount for 6 months of duration from February 09, 2019 till August 08, 2019 is:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Tax Mantra® Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 09, 2019 till August 08, 2019</td>
<td>$ 95,895</td>
</tr>
</tbody>
</table>

Payment Term - AMC amount will be invoiced at the beginning of AMC

Estimates Valid Till Date: 90 days from pricing submission to City

Signatures

Tata Consultancy Services Limited

City of Glendale

Signature (see Amendment 8 signature page)

Signature (see Amendment 8 signature page)

Name & Title  Surya Kant
President-North America operations

Date

12/26/2018

Name & Title

Date
Exhibit B

[Schedule A, Section 12.7]
12.7 Optional – Annual Maintenance for Support years 6 to 10

<table>
<thead>
<tr>
<th>Support Year</th>
<th>Duration</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Support Year 6 – Bronze Level</td>
<td>One Year</td>
<td>$173.961</td>
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<tr>
<td>Support Year 7 – Bronze Level</td>
<td>One Year</td>
<td>$182.659</td>
</tr>
<tr>
<td>Support Year 8 – Bronze Level</td>
<td>Six Months</td>
<td>$95.895</td>
</tr>
</tbody>
</table>
Subject
AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH BRIDGESTONE HOSEPOWER, LLC, FOR THE COOPERATIVE PURCHASE OF VEHICLE/EQUIPMENT PARTS AND REPAIR SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action
This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with Bridgestone Hosepower, LLC, for an increase of $105,000 for a total not to exceed amount of $150,000, for the entire term of the Agreement, including any extensions, for Vehicle/Equipment Parts and Repair Services for an initial term until August 18, 2019; and, to authorize the City Manager to renew the Agreement, at their discretion, for an additional two years in one-year increments.

Background
The Field Operations Department maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services, and water services. The purchase of parts, service and accessories for the repair of heavy duty trucks and equipment from outside vendors is required to keep vehicles and machinery functioning properly. The cost for this service is charged back to the responsible departments.

Bridgestone Hosepower, LLC was awarded a bid by City of Tempe, Contract No. T16-159-07 for the purchase of vehicle/equipment parts and repair services on August 19, 2016. The contract is effective through August 18, 2019 and includes the option to renew the term for an additional two, one-year renewals, allowing the contract to be extended through August 18, 2021.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale’s procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the city’s Procurement division.

On September 24, 2018, the city entered into a Linking Agreement, C18-0855, with Bridgestone Hosepower, LLC, in an amount not to exceed $45,000.

On August 25, 2017, the city entered into a Contract Extension, C-10287-2, to the Agreement
with Bridgestone Hosepower, LLC, extending the term of the agreement through August 31, 2017.

On August 22, 2016, the city entered into a Contract Extension, C-10287-1, to the Agreement with Bridgestone Hosepower, LLC, extending the term of the agreement through August 31, 2017.

**Analysis**
The Fleet Management Division of Field Operations provides critical repair and maintenance services to the city’s inventory of approximately 1,400 vehicles and pieces of equipment. This agreement will allow the Fleet Management Division to maintain increased parts availability, providing better service to our customers by improving daily turn-around and reducing vehicle downtime. A new preemptive preventative maintenance program for hydraulic hoses and fittings recently began on solid waste trucks. This program targets replacement of hydraulic hoses and fittings at predetermined intervals, rather than relying on failure maintenance. The expeditious repair of the city vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

**Previous Related Council Action**
On September 22, 2015, Council authorized entering into a Linking Agreement with Bridgestone Hosepower, LLC, Contract No. C-10287, for the purchase of hydraulic hoses, fittings, parts and service, in an amount not to exceed $135,000 for the full term of the agreement.

**Community Benefit/Public Involvement**
The use of outside vendors to purchase parts and repair of vehicles and equipment supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchase typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised, and all Arizona firms have an opportunity to participate.

---

**Fiscal Impact**

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<thead>
<tr>
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**Budget and Financial Impacts:**
Funding is available in Fiscal Year 2018-19 Fleet Management operating and maintenance budget. Expenditures with Bridgestone Hosepower, LLC, are not to exceed $150,000 for the entire term of the Agreement, contingent upon Council budget approval.

---

**Attachments**
Amendment No. 1
AMENDMENT NO. 1
LINKING AGREEMENT
(CITY OF TEMPE, Contract No. C18-0855)

This Amendment No. 1 ("Amendment") to the Vehicle/Equipment Parts and Repair Services Contract ("Agreement") is made this ______ day of ________, 2019, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Bridgestone Hosepower, LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Bridgestone Hosepower, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C18-0855, dated September 24, 2018 ("Agreement"); and

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

AGREEMENT

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

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

2. **Term.** The term of the Agreement is unchanged and shall expire August 18, 2019 unless otherwise terminated or canceled as provided in the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is amended to include a new annual preventative maintenance schedule for the replacement of hydraulic hoses and fittings on solid waste trucks.

4. **Compensation.** The original compensation amount of $45,000 is being amended and increased by $105,000 for a maximum of $150,000 over the entire term of the agreement (initial term plus any renewals).

5. **Insurance Certificate.** Current certificate will expire on October 1, 2019 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

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

[Signatures on the following page.]
CITY OF GLENDALE, an Arizona municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Bridgestone Hosepower, LLC,
a Delaware limited liability company

By: Tom Henry
Its: Executive Vice President CFO

1/29/18
Subject
AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION TO RECEIVE FUNDING FOR FY 2018-19 UTILITY ASSISTANCE PROGRAMS
Presented by: Stephanie Small, Community Services Director
Ismean Cantu, Community Action Program Administrator

Purpose and Recommended Action
This is a request for City Council to authorize the City Manager to enter into Amendment #1 and Amendment #2 to an agreement with the Arizona Community Action Association (ACAA) to accept an additional $13,000 to the original $42,337 in Community Action Program (CAP) funding.

Background
The CAP provides direct services to low and moderate-income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies.

The Glendale CAP receives funding from Wildfire, formerly ACAA, a non-profit, state-wide organization of community action programs that supports and promotes the well-being and self-sufficiency of all Arizonans. It works collaboratively with partners across the state to ensure fair and affordable energy costs; access to emergency utility assistance; financial assistance programs and food security programs. To accomplish this, the ACAA partners with utility companies, individual donors and foundations to provide CAP agencies with additional money to provide general utility assistance to qualified individuals.

Analysis
On average, the City of Glendale CAP provides direct assistance to approximately 2,500 persons each year. The individuals are all in the “low” to “extremely low” income category and typically use CAP services at their most urgent moment of need (i.e. food, shelter, medical emergency). If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance.

If approved by Council, the agreement with ACAA will provide additional program funding in the amount of $13,000 to the originally contracted amount of $42,337 for the CAP in FY 18-19. These funds will allow staff to assist approximately 30 more Glendale residents with direct utility assistance. Amendment #1 will provide an additional $6,000 to the existing APS Crisis Bill Assistance Grant. Amendment #2 will establish $7,000 of new funding for federal government
Previous Related Council Action
Previous to FY14-15, ACAA funding was accepted and approved administratively.

On August 12, 2014, City Council approved entering an independent contract agreement between the city and the Arizona Community Action Association for FY2014-15 funding for CAP operations. On August 11, 2015, City Council approved entering an independent contract agreement between the city and the Arizona Community Action Association for FY2015-16 funding for CAP operations. On August 9, 2016, City Council approved entering an independent contract agreement between the city and the Arizona Community Action Association for FY2016-17 funding for CAP operations. On August 8, 2017, City Council approved an independent contract agreement between the city and the Arizona Community Action Association for FY2017-18 funding for CAP operations. On September 11, 2018, City Council approved an independent contract agreement between the City and Arizona Community Action Association for FY2018-19 funding for CAP operations.

Community Benefit/Public Involvement
The CAP is designed to provide responsible and efficient support services that foster self-sufficiency and emotional stability when individuals or families are experiencing a financial hardship or major life crisis.

Acceptance of these funds from the ACAA will ensure that Glendale residents have additional opportunities to access crisis services that promote financial stability, enhance the quality of life in Glendale, and allow the city to better meet high public demand for this type of direct assistance.

Fiscal Impact

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<tr>
<td>Budget and Financial Impacts:</td>
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Attachments

Wildfire Amendment
Wildfire ACAA Amendment #2
Amendment No. One (1) to the 2018-2019
Independent Contractor Agreement
Contract No. 07012018-19

The Independent Contract Agreement dated July 1, 2018, between Arizona Community Action Association (dba Wildfire) and City of Glendale (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

**Purpose of the Amendment:**

1. To increase the Arizona Public Service Crisis Bill Assistance Program (APS BA) funds by the amount of $6,000.00.

**Amendment to:**

Section I. Services and Programs – 1.2 Fund Sources:

Arizona Public Service Crisis Bill Assistance Program (APS BA): To increase the Direct Service amount to $13,859.98 and increase the Program Delivery amount to $2,772.00. The new allocation for APS BA will be $16,631.98 (Direct Service + Program Delivery).

**Whole Agreement:**

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:
City of Glendale, an Arizona municipal corporation acting through its Community Action Program

______________________________
Kevin R. Phelps, City Manager       Date

ATTEST:

______________________________
Julie K. Bower, City Clerk       Date

APPROVED AS TO FORM:

______________________________
Glendale City Attorney       Date

Arizona Community Action Association (dba Wildfire), an Arizona nonprofit corporation

By: ________________________________

Name: Cynthia Zwick
Title: Executive Director
Date: ________________________________

Address:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@wildfireaz.org

Address:
Kevin R Phelps, City Manager
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

With a copy to:
Glendale City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

Email: RDaniel@Glendaleaz.com
Amendment No. Two (2) to the 2018-2019
Independent Contractor Agreement
Contract No. 07012018-19

The Independent Contract Agreement dated July 1, 2018, between Arizona Community Action Association (dba Wildfire) and City of Glendale (hereinafter “Contractor”) to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpos of the Amendment:

1. To provide City of Glendale $7,000.00 for the administration of APS Crisis Bill Federal Employee Assistance. Funds must be utilized as outlined in Exhibit A, attached below. These funds will expire 2 months after the Federal Government shutdown ends, at which time, any unused funds will be rolled into the Contractor’s already existing Arizona Public Service Crisis Bill Assistance Program (referred to as APS BA).

Amendment to:
Section I. Services and Programs – 1.2 Fund Sources:

APS Crisis Bill Federal Employee Assistance Program: To provide Direct Service funding in the amount of $5,833.33 and Program Delivery amount of $1,166.67. The allocation for APS Crisis Bill Federal Employee Assistance will be $7,000.00 (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]
IN WITNESS WHEREOF, the undersigned have executed this Amendment No. Two (2), effective as of the effective date.

**CONTRACTOR:**
City of Glendale, an Arizona municipal corporation acting through its Community Action Program

______________________________________
Kevin R. Phelps, City Manager Date

**ATTEST:**

______________________________________
Julie K. Bower, City Clerk Date

**APPROVED AS TO FORM:**

______________________________________
Glendale City Attorney Date

Arizona Community Action Association (dba Wildfire), an Arizona nonprofit corporation

By:

Name: Cynthia Zwick

Title: Executive Director

Date: ____________

Address:
340 E Palm Lane, Suite 315
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@wildfireaz.org

Address:
Kevin R Phelps, City Manager
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

With a copy to:
Glendale City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

Email: R.Daniel@Glendaleaz.com
Exhibit A

APS CRISIS BILL FEDERAL EMPLOYEE ASSISTANCE

PROGRAM SUMMARY

CAN PAY: Utility bills at the discretion of the Participating Agency.

MAXIMUM GRANT AMOUNT: $400

ELIGIBILITY CRITERIA: If anyone in the household is an employee of the Federal Government and can show evidence such as a Federal Government identification card or pay stub, the income requirement can be waived if they have been out of work due to a Federal Government shutdown during the 2019 Term of this agreement.

EMERGENCY: A Federal employee who has been out of work due to a Federal Government shutdown during 2019.

INCOME VERIFICATION: Household member must supply Federal Government identification card or pay stub.

SERVICE PERIOD: A household may be assisted twice with these funds. Service must be provided within two months after the Federal Government shutdown.

SUBSTITUTE SSN (If necessary): Zip code + Birthday (for example: if zip code is 85203 and birthday is May 1, 1980 then the substitute SSN will be 852-03-0501)

ACCEPTABLE EMERGENCIES (examples):

1. A Federal employee who has been out of work due to a Federal Government shutdown during 2019.

CLIENT FILES MUST CONTAIN:

1. Client Name
2. Client Address
3. APS Account Number
4. Assistance Amount
5. Copy of Federal Government Employee’s identification or paystub
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING AN AREA AS THE CENTRAL BUSINESS DISTRICT OF THE CITY OF GLENDALE.

Presented by: Brian Friedman, Director, Economic Development

Purpose and Recommended Action
This is a request for the City Council to waive reading beyond the title and adopt a resolution designating an area as the central business district of the City of Glendale.

Background
As part of the City Council's policy development workshops that began in September 2017, several presentations have been provided on the topic of adaptive reuse and infill development. During this policy topic discussion, staff proposed the establishment of a central business district to additionally aid in attracting new investment to the core of the city within the redevelopment area.

Arizona municipalities are authorized to designate by resolution of the City Council a single Central Business District (CBD). The CBD is required to be geographically compact and not larger than 2.5% percent of the total land area within the exterior boundaries of the city or 960 acres. The proposed boundary for Glendale’s Central Business District is entirely within the city’s statutorily-authorized redevelopment area and is less than 1% of the total land area of the city or approximately 358.4 acres.

Analysis
The proposed boundary for Glendale’s Central Business District mirrors the same boundary that designates the city’s Entertainment District that was approved by Council in 2017. A significant amount of public involvement and community input was gathered through the process to designate the Entertainment District to ensure that the boundary best captured the commercial development potential in the area. Due to the extensive process that was undertaken to establish the boundary, staff proposed using this same boundary for the Central Business District to maintain continuity and further concentrate the incentive to invest in this area.

The Central Business District designation gives the City the ability to leverage low land costs and improvements to maximize the future value and potential to the city. Arizona state statute allows for municipalities to use a redevelopment tool known as the Government Property Lease
Excise Tax ("GPLET") within designated central business districts. GPLET has been established by the State of Arizona to initiate development by reducing a project's operating costs by replacing the real property tax with an excise tax. Under the state statute an excise tax is established for the building type of use and is calculated on the gross square footage of the building. The use of the excise tax cannot continue for more than twenty-five years and requires that the land and improvements conveyed to a government entity and leased back for private use. The excise tax rate can be abated for the first eight years after a certificate of occupancy on the building is issued if the property is located within a Central Business District and a Redevelopment Area.

By designating a Central Business District within the city, it provides Council with the option to use GPLET as a tool in the future. As per state statute, a city cannot utilize a GPLET within a Central Business District until one year after the designation is approved by Council.

There is no direct expense to the City for the approval of this resolution and designated boundary.

**Previous Related Council Action**
The proposed Central Business District boundary and resolution were presented to Council at a Special Policy Workshop on December 10, 2018. Council provided consensus in support of the boundary and resolution to be brought forward to a regular voting meeting.

**Community Benefit/Public Involvement**
The designation of a central business district offers a valuable redevelopment tool to the city. This economic development tool is understood by developers and works to promote investment and development within an area of the city that currently has a large volume of aging infrastructure and commercial and residential properties.

<table>
<thead>
<tr>
<th>Attachments</th>
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<td>R19-07</td>
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RESOLUTION NO. R19-07

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING AN AREA AS THE CENTRAL BUSINESS DISTRICT OF THE CITY OF GLENDALE.

WHEREAS, A.R.S § 42-6209(A)(1)(c) provides for a municipality to designate a single and contiguous central business district, and the City of Glendale (the “City”) has complied with all statutory prerequisites to designating a central business district, including designating the nearby area as a redevelopment area and selecting a central business district area that is geographically compact; and

WHEREAS, the designation of a central business district offers a valuable community redevelopment tool to the City; and

WHEREAS, this designation gives the City the ability to leverage low land costs and improvements to maximize future value and potential to the city; and

WHEREAS, this economic development tool is understood by developers and works to promote investment and development within the City in such boundaries where there is now a larger volume of lacking and deteriorating infrastructure due to aging residential and commercial properties.

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

SECTION 1. That the area depicted in Exhibit A is hereby designated as the central business district within the City of Glendale pursuant to A.R.S. § 42-6209(A)(1)(c).

SECTION 2. That the Mayor and 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 22nd day of January, 2019.

________________________________________________________________________

Mayor Jerry P. Weiers

ATTEST:

__________________________
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

__________________________
Michael D. Bailey, City Attorney

REVIEWED BY:

__________________________
Kevin R. Phelps, City Manager
EXHIBIT A

Proposed Central Business District
Prepared by the Planning Division: September 2018

Proposed Central Business District Boundary

W MYRTLE AVE

W GLENDALE AVE

W OCOTILLO RD

N 51ST AVE

N 50TH AVE

W GRAND AVE

W MARYLAND AVE

N 43RD AVE
RESOLUTION NO. R19-08


Presented by: Trevor Ebersole, Director, Transportation

Purpose and Recommended Action
This is a request for City Council to waive reading beyond the title and adopt a resolution directing the City Manager to enter into an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for the Loop 101 Mobility Project.

Background
The State of Arizona has entered into a Cooperative Agreement with the Federal Highway Administration division of the United States Department of Transportation in response to the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) initiative. The purpose of the project is to develop a model deployment site for large scale installation and operation of advanced transportation technologies along the 61-mile Loop 101 freeway corridor, hereinafter referred to as the “Loop 101 Mobility Project”. As part of the ATCMTD initiative, ADOT is the direct recipient of a $6 million grant which is to be used toward the Loop 101 Mobility Project.

The Loop 101 Mobility Project will also allow for the implementation of a Decision Support System and provide Integrated Corridor Management operations that will help identify and execute arterial detour routes that optimize the use of existing capacity based on real-time data and predicted congestion levels.

To advance the Loop 101 corridor, the Loop 101 Mobility Partnership was formed and has agreed to support the Loop 101 Mobility Project. The Partnership is formalized by a charter and includes the following agencies: ADOT, Maricopa Department of Transportation, Maricopa Association of Governments, Valley Metro (transit & light rail), the Cities of Glendale, Chandler, Mesa, Peoria, Phoenix, Scottsdale and Tempe. The members of the Partnership agree to design, construct, maintain and integrate individual in-kind projects, as applicable.

As part of the Loop 101 Mobility Project, Glendale wishes to improve traffic management for stadium events and contribute $700,000 towards the project, which is not federal-aid funded and shall be considered an in-kind match for the Loop 101 Mobility Project. These in-kind
match funds are from projects that are currently budgeted and planned as part of the stadium parking settlement agreement approved by City Council in November 2016, as well as improvements to equipment around the State Farm Stadium area to help improve event management.

**Analysis**
The Loop 101 Mobility Project will allow for the design and integration of the following technologies into the ADOT system to address safety, improve mobility and reduce congestion on Loop 101:

- Decision Support Systems
- Adaptive ramp metering technology
- Adaptive signal control technology
- Integrated traveler mobility application suite
- Connected vehicle technology (at select interchanges) for transit, incident response vehicles and roadside development

**Previous Related Council Action**
On November 15, 2016, City Council approved a Stadium Parking Settlement Agreement with the Arizona Cardinals and Arizona Sports and Tourism Authority, which included enhancements to improve travel to and from the stadium.

**Community Benefit/Public Involvement**
Technology enhancements will continue to provide efficient traffic management for the traveling public. This project will address improvements to the Intelligent Transportation System infrastructure along Loop 101 and surrounding local roadways.

### Fiscal Impact

- **Fiscal Year:** FY2018-19
- **Fiscal Year Amount Requested:** $700,000
- **Budgeted Y/N:** Y
- **Account:** Various
- **Transfer Required? Y/N:** N
- **If Yes, what account will be used?:**

**Budget and Financial Impacts:**
Funding for the city in-kind match will be available from various Fiscal Year 2018-19 Transportation Department budgets. Expenditures beyond the current fiscal year are dependent upon Council budget approval.

### Attachments

- R19-08
- Agreement
RESOLUTION NO. R19-08


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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the Arizona Department of Transportation (ADOT No. 18-0006911-I) for the Loop 101 Mobility Project in the City of Glendale be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute, deliver and file any and all documents necessary to effectuate 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 22nd day of January, 2019.

______________________________
Mayor Jerry P. Weiers

ATTEST:

______________________________
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

______________________________
Michael D. Bailey, City Attorney

REVIEWED BY:

______________________________
Kevin R. Phelps, City Manager
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date ________________, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the CITY OF GLENDALE acting by and through its MAYOR and CITY COUNCIL (the “City”). The State and the City are collectively referred to as “Parties”.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has entered into a Cooperative Agreement with the Federal Highway Administration, United States Department of Transportation (“FHWA”) in response to the Advanced Transportation and Congestion Management Technologies Deployment (ATCMTD) initiative to develop a model deployment site for large scale installation and operation of advanced transportation technologies project along State Route 101L (Loop 101) (MP 1.2 to MP 62.2), a 61-mile loop freeway corridor, hereinafter referred to as the “Loop 101 Mobility Project”. As part of the ATCMTD initiative, ADOT is the direct recipient of a $6 million grant which is to be used toward the Loop 101 Mobility Project.

4. The Loop 101 Mobility Project will allow for the design and integration of the following technologies into the ADOT system to address safety, improve mobility, and reduce congestion on L 101:
• Decision Support Systems (DSS)
• Adaptive ramp metering technology
• Adaptive signal control technology
• Integrated traveler mobility application suite
• Connected vehicle technology (at select interchanges) for transit and incident response vehicles and roadside development

The Loop 101 Mobility Project will also allow for the implementation of a DSS and provide Integrated Corridor Management (ICM) operations that will help identify and execute arterial detour routes that optimize the use of existing capacity based on real-time data and predicted congestion levels. The DSS will be accompanied signal coordination to optimize signal timing and manage traffic flow on arterials. An ICM mobile application suite will inform travelers of available detour routes and the comparative travel times between freeway, arterial, and transit to support traveler decision making. Connected vehicle technologies will be deployed on L101 at select locations to provide intelligent traffic signal priority to emergency/incident response and transit vehicles.

5. In an effort to advance the Loop 101 corridor, the Loop 101 Mobility Partnership (the “Partnership”) was formed and has agreed to support the Loop 101 Mobility Project. The Partnership is formalized with a charter and includes the following agencies: ADOT, Maricopa Department of Transportation (MCDOT), Maricopa Association of Government (MAG), Valley Metro (transit & light rail), City of Chandler, City of Glendale, City of Mesa, City of Peoria, City of Phoenix, City of Scottsdale, and City of Tempe. The members of the Partnership agree to design, construct, maintain, and integrate individual in-kind projects, as applicable.

6. As part of the Loop 101 Mobility Project the City wishes to improve traffic management for stadium events (the “Project”). The City wishes to contribute $700,000.00 towards the Project. This Project is not federal-aid funded and shall be considered an in-kind match for the Loop 101 Mobility Project.

**THEREFORE**, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

**II. SCOPE OF WORK**

1. The State will:
   a. Administer the Loop 101 Mobility Project and all corresponding contracts, ensuring compliance with Arizona Procurement Code, State laws, regulations, and standards, and federal requirements. ADOT will report Loop 101 Mobility Project progress to FHWA on a quarterly basis and prepare all documentation for future FHWA audits.
   
   b. Review the Project and staff time for eligibility and compliance with regional ITS architecture and systems engineering analysis per 23 CFR Part 940.
c. Collect and review quarterly Project status reports and financial status reports and all back-up documentation to ensure matching requirements per 2 CFR Part 200.

2. The City will:

   a. As part of the Loop 101 Mobility Partnership, agree to be involved in the planning, implementation and operations of the new technologies and systems within its jurisdiction, including but not limited to adaptive signal control technology; collaborate with partners for coordinated operations strategies; commit funds per Paragraph I.6, to design, build, operate and maintain relevant devices and facilities for the L101 Mobility Project within the jurisdiction; support outreach and education efforts within its agency and jurisdiction to promote awareness of the innovative technologies and systems deployed with the L101 Mobility Project; be responsible for the arterial signal coordination system within its jurisdiction; make in-kind contributions of $18,000.00 for Staff Time associated with the Loop 101 Mobility Partnership commitments. The $18,000 for Staff Time is in addition to the in-kind project amount of $700,000.00 identified in I. Recitals, paragraph 6.

   b. Design, construct, operate, and maintain the non-federal-aid funded Project that shall be considered an in-kind match for the Loop 101 Mobility Project.

   c. Ensure compliance with regional ITS architecture and systems engineering analysis per 23 CFR Part 940.

   d. Submit quarterly Project and Staff Time status reports to the State using the “Financial Status Report”, Attachment A to this Agreement. The reports will include all supporting documentation, including but not limited to: project staff time, scope, budget, timeline, and expenditures.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective after approval of the Glendale City Council and upon signing and dating of the Determination Letter by the State’s Attorney General.

2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.

4. This Agreement may be cancelled at any time after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the “State”) from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys’ fees and/or litigation expenses (collectively referred to in this paragraph as the “Claims”), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City’s obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State’s ownership or possession of land. The City’s obligations under this paragraph shall survive the termination of this Agreement.

6. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State’s contract with any and all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.

7. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

8. In accordance with 49 C.F.R. § 32.400, the Parties will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

9. The Parties agree to encourage compliance with the Financial Assistance Policy to Ban Text Messaging While Driving:

a) Definitions: As used in this clause:
   "Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
   "Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.
b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

c) The Parties are encouraged to:-
   i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
   ii. Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Sub-agreements/sub-contracts. The Parties shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.

10. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the “Act”). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. The Parties acknowledge and will comply with Title VI of the Civil Rights Act Of 1964.

12. The Parties acknowledge compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

   ADOT – FMS
   Attn: Cost Accounting Administrator
   206 S 17th Ave. Mail Drop 204B
   Phoenix, AZ 85007
   SingleAudit@azdot.gov

13. This Agreement shall be governed by and construed in accordance with Arizona laws.

14. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

15. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

16. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding “Non-Discrimination”.
17. Non-Availability of Funds: Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or City at the end of the period for which the funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments as a result of termination under this paragraph.

18. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by Arizona Revised Statutes § 12-1518.

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

20. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.¹

21. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

22. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:
Arizona Department of Transportation Joint Project Agreement Section
205 S. 17\(^{th}\) Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov
City of Glendale
Attn: Trevor Ebersole
5850 W. Glendale Ave
Glendale, AZ 85301
623.930.2940

For Project Administration:
Arizona Department of Transportation
Attn: Susan Anderson
1615 W. Jackson St, Mail Drop 065R
Phoenix, AZ 85007
602.712.6910
City of Glendale
Attn: Trevor Ebersole
5850 W. Glendale Ave
Glendale, AZ 85301
623.930.2940

¹ In Jordahl v. Brnovich et al., Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the “Anti-Israel Boycott Provision”). That statute states that: “[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.” Unless and until the District Court’s injunction in Jordahl is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.
For Financial Administration:
Arizona Department of Transportation City of Glendale
Attn: Susan Anderson Attn: Vicky Rios
1615 W. Jackson St, Mail Drop 065R 5850 W. Glendale Ave
Phoenix, AZ 85007 Glendale, AZ 85301
602.712.6910 623.930.2480

23. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF GLENDALE

By ______________________________
KEVIN R. PHELPS
City Manager

STATE OF ARIZONA
Department of Transportation

By ______________________________
BRENT CAIN, PE
Division Director

ATTEST:

By ______________________________
Julie K. Bower
City Clerk
ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____________ day of ________________, 2018.

___________________________
Michael D. Bailey
City Attorney
# Financial Status Report

**Report No.:** XX  
**L101 Mobility Project (ATCMTD Grant)**  
**IGA/JPA:** 18-0006911  
**Federal-aid No.:** PROGRESS  
**ADOT Project No.:** M6966 01X  
**Name of Partner Agency:** CITY OF GLENDALE

## Summary of Contributions

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<th>Current Quarterly Expenditures</th>
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Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures satisfy the requirements of 2 CFR 200, including section 200.306 of Part 200, as local match contributions to the above referenced project, specifically the activities are eligible as in-kind match, do not include federal funds, and occurred within the period of authorization.

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| | Current Report: | $0.00 |
| | | | | |
Subject
RESOLUTION NO. R19-09

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 1 (C-11372-1) TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (AZ-2016-010-00, AZ-2016-017) FOR GRANT PASS-THROUGH FUNDING FOR TRANSIT SERVICES IN THE CITY OF GLENDALE.
Presented by: Trevor Ebersole, Director, Transportation

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 Change Order No. 1 to an Intergovernmental Agreement (IGA) with the City of Phoenix (C-11372) to extend the term to March 17, 2020.

Background
In November of 2016, the City of Glendale secured Federal Transit Administration (FTA) Grant No. AZ-2016-017 for funding assistance for bus stop accessibility enhancements. The total amount of federal funds in this grant is $125,000 with a required local match of $12,500. All the federal funding is available, and the current expiration of this grant is February 26, 2019.

Also included in this IGA was FTA Grant No. AZ-2016-010-00, which provides funding assistance for preventive maintenance of the transit bus fleet. The total amount of federal funds in this grant is $36,202 with a required local match of $9,051. All the federal funding is available, as staff has been exhausting pre-existing grant funding for preventive maintenance first prior to spending this grant. The current expiration of this grant is March 17, 2019.

Analysis
There are bus stops along Glendale Avenue that need improvement for accessibility for the elderly and disabled. There are also stops along Union Hills Drive that are not accessible due to detached sidewalks from bus stops. This grant will provide funding for improvements to approximately seventeen bus stops along these two corridors, depending on contractor estimates for each location. The goal is to bring these bus stops into compliance with Americans with Disabilities Act requirements. The designs have been completed for these seventeen identified stops, as well as four additional stops, which will act as an alternate list for this project. This project has been advertised for bid submittals and it is hoped that an approval for contract award will be brought to Council in the February-March time frame, with construction to commence shortly after Notice to Proceed is given. Staff anticipates completion
of the project by late 2019.

Preventive maintenance of the Glendale transit bus fleet (GUS and Dial-a-Ride) promotes continuation of quality and reliable services. This grant will provide reimbursement funding to offset expenditures for maintenance costs on the transit bus fleet. Staff expects to close out this grant by December 31, 2019.

There are no budget or financial impacts with this Change Order as it only extends the expiration date of the two grants, allowing the city to request reimbursement upon completion of the bus stop enhancement project.

**Previous Related Council Action**

On November 22, 2016, City Council authorized entering into an IGA with the City of Phoenix (C-11372) for the acceptance of grant funds under FTA Grant No. AZ-2016-010-00 for preventative maintenance of the transit bus fleet, and the acceptance of grant funds under FTA Grant No. AZ-2016-017 for a bus stop enhancements project.

**Community Benefit/Public Involvement**

Transit services, programs, and safely accessible bus stops provide a benefit to Glendale residents and visitors. These services and programs improve the quality of life for individuals who rely on public transportation for personal and business purposes in Glendale and throughout the valley.

---

**Attachments**

R19-09
Agreement
RESOLUTION NO. R19-09

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 1 (C-11372-1) TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (AZ-2016-010-00, AZ-2016-017) FOR GRANT PASS-THROUGH FUNDING FOR TRANSIT SERVICES IN THE CITY OF GLENDALE.

WHEREAS, on November 22, 2016, City Council previously approved Resolution No. 5180 New Series authorizing and directing the entering into of an Intergovernmental Agreement with the City of Phoenix for Grant Pass-Through Agreement for transit services in the City of Glendale (C-11372); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Grant Pass-Through Agreement to March 17, 2020.

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. 1 (C-11372-1) to the Intergovernmental Agreement with the City of Phoenix (AZ-2016-010-00, AZ-2016-017) for Grant Pass-Through funding for transit services in the City of Glendale be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute, file and deliver said Contract Change Order No. 1 on behalf of the City of Glendale.

[Signatures on the following page.]
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of January, 2019.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWS BY:

Kevin R. Phelps, City Manager
CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT

CONTRACT CHANGE ORDER

Contract No. 144227
Issued to: CITY OF GLENDALE

Date 11/30/18

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-2016-010-00, AZ-2016-017

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 Contract Change Order will extend the term of this Grant Pass-Through Agreement until March 17, 2020 for grants AZ-2016-017 and AZ-2016-010.

All other terms and conditions will remain the same.

Council Approval August 31, 2016
RCA #76924
Ordinance S-42829

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:

ENDORSEMENTS

REQUESTED BY:

Stephanie Rangel, Budget Analyst II

DATE 12/3/18

RECOMMENDED BY:

See below.

DATE

PTD FISCAL SECTION REVIEW:

Wendy Miller, Acting Deputy Public Transit Director

DATE 12/3/18

APPROVED FOR THE CITY MANAGER BY:

Kenneth Kessler – Acting Public Transit Director / Ted Mariscal

DATE
RESOLUTION NO. R19-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 3 (C-9330-3) TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (AZ-90-X131) FOR GRANT PASS-THROUGH FUNDING FOR TRANSIT SERVICES IN THE CITY OF GLENDALE.

Presented by: Trevor Ebersole, Director, Transportation

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 Change Order No. 3 to an Intergovernmental Agreement (IGA) with the City of Phoenix (C-9330) to extend the term from December 31, 2018 to December 31, 2019.

Background

In 2014, the City of Glendale secured Federal Transit Administration (FTA) Grant No. AZ-90-X131 for preventive maintenance of the city’s transit fleet. The total amount for preventive maintenance was $267,116, including $213,693 in federal funds with a required local match of $53,423. As of November 30, 2018, the total amount remaining on this grant is $129,063 for preventative maintenance, of which $103,251 are federal funds and $25,812 is the local match. It is anticipated that expenditures from the current fiscal year will exhaust funds under this grant for preventative maintenance of the city’s Dial-A-Ride and GUS fleet.

In 2015, the City of Glendale requested federal funds to offset 50 percent of the costs of operating transit service on 59th Avenue (Route 59) and on Bethany Home Road (Route 60) through a regional competitive process for Job Access Reverse Commute (JARC) Program funding. The federal award was for 38-percent of the operating funding and was added to the AZ-90-X131 grant through Change Order No. 1. To date, all the operating assistance grant funds for Route 59 & 60 that was awarded through this IGA have been expended, and the city has received reimbursement in the amount of $336,391.

Analysis
The City of Phoenix is the designated recipient for all FTA funds in the region. Change Order No. 3 with Phoenix will extend the term of this Grant Pass-Through Agreement until December 31, 2019. Eligible expenses for preventative maintenance are allocated to and reimbursed from the oldest existing open FTA grant. When funding under the grant is exhausted, staff moves to the next oldest grant, based on award date. It can take up to two years of expenditures to close out a grant depending on the award amount of the grant versus actual expenses, and often there are multiple grants open with funding for similar or the same projects. The Transit division submitted a request for reimbursement of preventive maintenance expenses under this Grant Agreement for the last quarter of Fiscal Year 2018 for the period of March 1 to June 30, 2018. In addition, a request for reimbursement of preventive maintenance for the period of July 1 to November 30, 2018 was submitted in December 2018.

This Change Order will allow the city to request reimbursement of expenses for preventative maintenance through December 31, 2019. There are no budget impacts as a result of this Change Order.

**Previous Related Council Action**

On January 24, 2017, City Council authorized entering into Change Order No. 2 to an IGA with the City of Phoenix (C-9330-2) extending the term of this Grant Pass-Through Agreement until December 31, 2018.

On November 10, 2015, City Council authorized entering into Change Order No. 1 to an IGA with the City of Phoenix (C-9330-1) for the acceptance of additional grant funds for transit services under FTA Grant No. AZ-90-X131.

On October 28, 2014, City Council authorized entering into an IGA with the City of Phoenix (C-9330) for the acceptance of grant funds for transit services under FTA Grant No. AZ-90-X131.

**Community Benefit/Public Involvement**

Transit services and programs provide a benefit to Glendale residents and visitors. The remaining grant funds in this IGA will promote the continuation of quality and reliable services and provide reimbursement for preventative maintenance expenses on our Dial-A-Ride and Gus fleet of buses.

---

**Attachments**

R19-10
Agreement
RESOLUTION NO. R19-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CONTRACT CHANGE ORDER NO. 3 (C-9330-3) TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX (AZ-90-X131) FOR GRANT PASS-THROUGH FUNDING FOR TRANSIT SERVICES IN THE CITY OF GLENDALE.

WHEREAS, on October 28, 2014, City Council previously approved Resolution No. 4882 New Series authorizing and directing the entering into of an Intergovernmental Agreement with the City of Phoenix for Grant Pass-Through Agreement for transit services in the City of Glendale (C-9330);

WHEREAS, City Council previously approved Contract Change Order No. 1 on November 10, 2015 and Contract Change Order No. 2 on January 24, 2017; and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Grant Pass-Through Agreement to December 31, 2019.

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. 3 (C-9330-3) to the Intergovernmental Agreement with the City of Phoenix (AZ-90-X131) for Grant Pass-Through funding for transit services in the City of Glendale be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute, file and deliver said Contract Change Order No. 3 on behalf of the City of Glendale.

[Signatures on the following page.]
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22\textsuperscript{nd} day of January, 2019.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk  (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager
CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Contract No. 139678
Issued to: CITY OF GLENDALE
Date 11/30/18

Change Order No. 3

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-90-X131**

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 Contract Change Order will extend the term of this Grant Pass-Through Agreement until December 31, 2019.

All other terms and conditions will remain the same.

Council Approval May 28, 2014
RCA #72709
Ordinance S-40886

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<tr>
<td>SIGNATURE:</td>
<td>Stephanie Rangel, Budget Analyst II</td>
</tr>
<tr>
<td>TITLE:</td>
<td>DATE 12/3/18</td>
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| | RECOMMENDED BY: |
| | See below. |
| | DATE |
| | Wendy Miller, Management Assistant II |
| | |

| | PTD FISCAL SECTION REVIEW: |
| | Wendy Miller, Acting Deputy Public Transit Director |
| | DATE 12/3/18 |

| | APPROVED FOR THE CITY MANAGER BY: |
| | Kenneth Kessler – Acting Public Transit Director / Ted Mariscal |
| | DATE |
CITY COUNCIL REPORT

MEETING DATE: 01/22/2019
SUBMITTED FOR: Rick St.John, Police Chief
DEPARTMENT: Police

Subject
AWARD OF RFP 19-11 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LIFELINE PROFESSIONAL COUNSELING SERVICES FOR CRIME VICTIM TRAUMA COUNSELING SERVICES FOR THE GLENDALE POLICE DEPARTMENT GLENDALE FAMILY ADVOCACY CENTER
Presented by: Rick St. John, Police Chief

Purpose and Recommended Action
This is a request for City Council to award RFP 19-11 and authorize the City Manager to enter into an Agreement with Lifeline Professional Counseling Services for crime victim trauma counseling services for the Glendale Police Department Glendale Family Advocacy Center (GFAC); and further authorize the City Manager to renew the Agreement at his discretion for an additional four years, in one-year increments, in an amount not to exceed $500,000 over the life of the Agreement. The initial term of the Agreement is for one year.

Background
The GFAC serves as a safe haven for victims. Designed to assist victims of violence, child abuse, and sexual related crimes, the GFAC is able to coordinate emergency shelter, provide victim advocacy services, and offers support and referral services for crime victims and their family members. The GFAC has remained a west valley leader with respect to professional excellence. While victims are able to receive quality assistance from experienced staff, detectives with specialized training operate within the facility investigating cases. Grant funding through the Victims of Crime Act (VOCA) has been accepted by the Glendale Police Department for over ten years, which assists with crime victim services provided through the GFAC. Recent additional funding received in February 2018 through Subgrant Award Agreement No. 2018-216 has allowed for greater trauma counseling options and therapy methods to assist with victim healing, and provide for enhancements in victim safety and advocacy.

The Agreement with Lifeline Professional Counseling Services will be used for crime victim trauma counseling services on an “as needed” basis for the GFAC. The City does not have the specialized qualifications to oversee a clinical counseling program and it was determined the best practice would be to contract those services with an independent contractor, group and/or agency counseling provider. A Request for Proposal (RFP 19-11) for Crime Victim Trauma Counseling Services was advertised in August 2018. Three proposals were received. An evaluation panel reviewed the proposals and it was determined all three proposals met the criteria and conditions set forth within the scope of the RFP. The GFAC felt that with their specific needs for counseling location variety, timeliness of appointments (getting in within 48 hours), and diverse counseling specialties, it would be most beneficial to utilize several
counseling providers to provide the most options. The Agreement with Lifeline Professional Counseling Services is one of three that will be presented to Council under the award of RFP 19-11 and request for authorization to enter into an agreement.

**Analysis**

If approved by Council, this agreement will allow the GFAC to assist victims with obtaining counseling services through qualified agencies with staff who specialize in working with children, adults, and families who have experienced a trauma such as domestic violence, child neglect and abuse, sexual violence, and other crime. By contracting these services with an independent group, and/or agency counseling provider, the necessary intake, assessment, and treatment may be obtained by crime victims in need, with all services in compliance with federal and state laws, as well as professional ethical standards and behavioral health licensure regulations.

Staff is requesting Council award RFP 19-11 and authorize the City Manager to enter into an Agreement with Lifeline Professional Counseling Services for crime victim trauma counseling services for the Glendale Police Department GFAC; and to authorize the City Manager to renew the Agreement at his discretion for an additional four years, in one-year increments, in an amount not to exceed $500,000 for the entire term of the Agreement.

**Previous Related Council Action**

On February 13, 2018, City Council adopted a resolution authorizing the Chief of Police to enter into a Subgrant Award Agreement with the Arizona Department of Public Safety and accept the VOCA victim assistance grant program award funds in the approximate amount of $873,161 on behalf of the City of Glendale Police Department for the Crime Victim Services Project.

**Community Benefit/Public Involvement**

The Glendale Police Department GFAC provides direct services to Glendale residents and their families who have become victims of crime. This agreement will assist with the continuing efforts of the GFAC.

---

**Fiscal Impact**

**Fiscal Year:** FY2018-19  
**Fiscal Year Amount Requested:** $100,000  
**Budgeted Y/N:** Y  
**Account:** GRT2420002  
**Transfer Required? Y/N:** N

**Budget and Financial Impacts:**

Funds for counseling services will be paid utilizing the VOCA grant funding. The City of Glendale has been accepting this funding for over 10 years. The Department of Justice, Crime Victims Fund, was established by the Federal VOCA of 1984 and serves as a major funding source for victim services throughout the country. Awarded funds are used to promote efforts that respond to the emotional, psychological or physical needs of crime victims; assist victims to stabilize their lives after victimization; assist victims to understand and participate in the criminal justice system; and/or restore a measure of security and safety for the victim.
There are two years remaining in the current VOCA grant award. The cost for counseling services is estimated at approximately $100,000 per year, with funds available in the FY 2018-19 and 2019-20 Police Department budget in the grant account listed above. At the end of the current grant, another three-year grant will be solicited. Though continued VOCA grant award funds are anticipated to cover the entire five-year term of this agreement, if extensions to the agreement are elected and the grant award is not received, counseling services will be eliminated or the funding will be requested in those future budgets presented to Council and will be contingent upon approval.

**Attachments**

Agreement - Lifeline Professional Counseling Services
AGREEMENT FOR
CRIME VICTIM TRAUMA COUNSELING SERVICES
City of Glendale Solicitation No. RFP 19-11

This Agreement for Crime Victim Trauma Counseling Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Lifeline Professional Counseling Services, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of ____________, 2019.

RECITALS
A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Solicitation No. RFP 19-11 (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. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.


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.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
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 $500,000 over the entire term of the Agreement, 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 Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

   b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

   a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

   b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

   a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.

   c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability insurance limit of $2,000,000 for each claim and a $4,000,000 annual aggregate limit.

   d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

8.2 **Indemnification.**

   a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

   b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

   c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant’s existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the Consultant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements prior to the City’s approval that work may commence shall not waive the Consultant’s obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant’s failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor’s breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other
party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

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 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.

12.2 **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:

Lifeline Professional Counseling Services

c/o John DeLorenzo, CFO
17235 N 75th Avenue, Suite F-100
Glendale, AZ  85308
Tel:  480-641-1165
Email:  roxanne@lifelinepcs.com

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 Melissa Thomas
Glendale Family Advocacy Center
6830 N 57th Drive
Glendale, Arizona  85301
623-930-3724
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.

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. 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.

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. Electronic signature blocks do not constitute execution.

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 deemed 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. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) 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 thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **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

(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: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Lifeline Professional Counseling Services,
an Arizona corporation

By: John Delorenzo
Its: CFO
Lifeline Professional Counseling Services shall provide crime victim trauma counseling services for the Glendale Family Advocacy Center on an “as needed” basis in accordance with RFP 19-11 scope of work.

The Contractor or all individuals providing Trauma Counseling Services to Glendale Crime Victims must:
- Have a MASTERS degree (or higher) in Counseling, Psychology, Sociology, or Social Work
- Currently licensed with the Arizona Board of Behavioral Health
- Have specialized experience working with children, adult, and families experiencing trauma
- Clinicians must maintain appropriate clinical supervision as dictated by their professional licenses

The Contractor or individual must show proof of the following documentation:
- Individual or agency malpractice insurance
- Copy of the treating clinicians license through the Arizona Board of Behavioral Health
- Copy of any specialized certificates in trauma specific modalities or advanced training

The Contractor or individual must be willing to:
- Prioritize referrals for victims of crime, with a target goal of having them seen by a clinician within 7 business days of referral
- Collect federal statistical data (demographic) on all referred clients
- Provide a monthly report documenting the amount of counseling services provided and a report on overall progress of the client
- Agree to reimbursement in the amount of $81.25/clinical hour for individual (1:1) counseling services
- Provide a monthly billing statement for reimbursement of services provided
- Clinician and/or agency representative must agree to meet on a quarterly basis for quality assurance review
EXHIBIT B
CRIME VICTIM TRAUMA COUNSELING SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Payment shall be as per Section 5 of the Agreement and the attached Contractor’s response to RFP 19-11.

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 $500,000.

DETAILED PROJECT COMPENSATION
See attached Contractor's response to RFP 19-11.
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Offerors to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

**OFFEROR NAME:** Lifeline Professional Counseling Services, INC

**OFFEROR ADDRESS:** 17235 N. 75th Ave Suite F-100 Glendale AZ 85308
OFFER SHEET

(Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature: [Signature]

Date: 9/8/2018

Printed Name (Authorized Signatory): [Name]

Legal Company Name: [Company Name]

Job Title: [Title]

Offeror Certifies it is a (check only one):

[ ] Proprietorship [X] Partnership
[ ] Corporation

Email Address: [Email]

Mailing Address: 17235 N 75th Ave Ste F-100

City, State & Zip Code: Glendale, AZ 85308

Phone Number: (480) 641-1165

Questions regarding this offer should be directed to (if different from above):

Contact Name: [Name]

Phone Number: (480) 641-1165

Email Address: [Email]

FEDERAL TAXPAYER ID NUMBER (Required): 57-1203051

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: [ ] Yes [ ] No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

[ ] Yes, Number ____ Tax Rate: ____ OR [ ] No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

[ ] Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

[ ] Exhibit 1 – Special Notices
[ ] Exhibit 2 – RFP Standard Terms and Conditions
[ ] Exhibit 3 – Insurance Requirements
[ ] Exhibit 4 – Template Agreement
[ ] Pricing Workbook
History

Lifeline has successfully remediated the ill effects of trauma, grief, victimization, and negative life experiences since 2004. In 2012 Lifeline became licensed as an outpatient treatment facility with the AZ Department of Health Services. With this came new opportunities to help more people in the community. Lifeline has expanded to several locations and the Glendale location opened in 2016. Lifeline is certified and contracted with Medicaid (AHCCCS) and as of October 1, 2018 will have all the AHCCS behavioral health contracts in effect. Lifeline has provided services for Maricopa County Victims Compensation referrals as well as out of state victims compensation referrals (Utah, New Hampshire, California). In addition, we work with DCS referrals many of which are victims of domestic abuse, sexual trauma, and traumatic memories negatively influencing functioning in the present. Furthermore, trauma and traumatic memories are a core component of the services provided by Lifeline.

We understand that trauma plays havoc on our central nervous system and can cause high levels of anxiety, depressions, problems with relationships, low levels of hope, and some acting out through criminal and/or addictive behaviors. We work with our clients on their specific needs and use grounded approaches in Trauma Focused CBT, Narrative Therapies and other experiential approaches, Schema, ACT, DBT, and EMDR to help process the trauma and move into a fulfilling life.
Mission -

Our mission is to provide quality interventions for all clients for whom we provide service. Furthermore, Lifeline understands the importance of our relationships with our community partners and adheres to very strict guidelines for fulfilling the expectations of those relationships. Lifeline PCS has been licensed with Arizona Department of Health Services since 2012. Our agency provides Trauma Informed services for Victims of criminal activities such as assault, robbery, sexual abuse, domestic violence, date rape, sexual orientation attacks, child abuse. In addition to current victimization of clients, we address needs surrounding traumatic memories from prior acts of others such as adult survivors of child abuse, neglect, bullying, and sexual trauma.
LIFELINE PROFESSIONAL COUNSELING SERVICES

List of Services-

Lifeline has been providing trauma focused therapy since formation in 2004. When the facilities became licensed by the AZ Department of Health Services, our reach expanded because of the inclusion of multiple types of service permissible as an outpatient treatment facility. Core team members have 3-15 years of experience providing services to victims of traumatic events. Each team member shares our vision to instill hope and empower people to be the best version of themselves. For this reason, we provide community members trauma informed culturally competent care. All the programs used by Lifeline are evidence based such as EMDR and various CBT models and extensions: trauma focused CBT, Schema Therapy, Mindfulness/DBT as well as the protocol for narrative therapy utilized in the training of Clinically Certified Trauma Professionals by the IATF. In addition, we have several providers who are trained in the specific needs of those on the autism spectrum and the LGBTQX community.

Lifeline provides services in various formats depending on a clinically sound evaluation of the client’s needs. A thorough evaluation is done with every client upon referral. Each client is given a plan with recommended services prior to leaving the initial evaluation. Within 30 days a formal treatment plan is formulated with the client and becomes a part of the client record. Services in the initial recommendations and the formal plan can include individual sessions, group sessions, family sessions, and/or any combination. Group sessions can include the gender specific processing group along with other needs such as Mindfulness/DBT, CBT, Anger Management, Substance Abuse based on the client’s needs. All services are provided by clinicians who have the skills, training, and experience to provide the service.
In addition, Lifeline uses a robust electronic health records (EHR) and Practice Management (PM) system. This system allows us to communicate through a patient portal with the client and any other authorized party such as case workers involved in the client’s case. This system provides compliance tracking to assure that all services and documentation are adhered to and any necessary reports are generated. The reports can provide any party interested a wide range of potential breakdowns including gender/gender identification, race, ethnicity, age, and most any demographic need.
Experience

Since its inception, Lifeline has worked with Maricopa County Victims Compensation and received referrals from out of state victim's compensation. For the past two years, Lifeline contracted with the Department of Child Safety to provide services to a large constituent of community members who are victims of abuse, trauma, and crime. We have clients referred from many justice courts throughout Maricopa and Pinal Counties. A large subset of our consumer base is comprised of self-referred clients experiencing PTSD. Lifeline is contracted with the Pinal County Supreme Court and AHCCCS. Our extensive experience allows us to implement trauma informed practice within a wide range of presenting issues. Trauma work is used to aid families with a history of abuse, neglect, substances, and/or domestic violence, and rebuild the family bond. We utilize trauma informed practice to assist children and families referred for court appointed therapeutic intervention.

Dr. DalPos is the clinical director. She is trained in EMDR and is a Clinically Certified Trauma Professional. She is a Certified Forensic Counselor, fully experienced within legal aspects of counseling cases. Throughout her extensive career, she amassed a large sum of experience working with victims and offenders of crimes. This wealth of experience has been woven into a program for victims of crime that is holistic and effective. Dr. DalPos has 12 years' experience providing Substance Abuse, and Mental Health/Behavioral Health services in addition to 15 years' experience in upper strata business leadership roles. Dr. DalPos has a team of quality professionals who assist her with training, supervision, and oversight for all (5) of our locations.
Many members of the leadership team have extensive experience both with Lifeline as well as other facilities providing the types of service identified in this contract. The leadership of Dr. DalPos and her team assures Stakeholders that Lifeline PCS will provide quality and informed interventions, programs, case management and communication with all involved parties.

Along with the standard of excellence set by Dr. Dalpos, Lifeline is supported by a clinical leadership team comprised of Mr. Kristopher Schlepp LPC, Mr. James Heiskell LAC, Ms. Courtney Bassett LAC, Ms. Patricia Gillespie LISAC and Ms. Francesca Mirizio LAMFT. Each of these leaders bring specialized training and experience working with trauma resolution therapy. Several members of the quickly expanding Lifeline treatment team, hold certification as clinical trauma professionals adding to our collective experience and expertise. Evidence based trauma informed practice is a required content area and fundamental focus within master’s level degree programs. Our counselors present within master's degree programs provide an additional layer of fresh education and training within trauma. Included and attached to this submission is a key personnel summary and a spreadsheet of relevant staff qualifications.
Expertise

Lifeline provides culturally appropriate services to all clients. We do this through maintaining mandatory cultural awareness trainings offered through Relias, Pesi, and in-house. Our staff provides a unique blend of culture which aids in the delivery and training. On our team we have members of the various racial and ethnic communities including African-American, Native American, Hispanic American, LGBTQ, and South Pacific Islander. In addition, we have diverse religious and non-religious team members and team members with diverse religious delivery service experience who span the range of understanding to all religious subsets.
Abilities

Lifeline is an ideal partner with the City of Glendale to provide services under this contract. There are no areas where our organization is lacking expertise or administrative ability to implement the program. We currently serve as a trauma informed treatment facility for other agency contracts and affiliations. There have been no complaints that resulted in a substantiated finding by a licensing organization or court. There have been no contract terminations. Treatment outcomes are measured and supported by qualitative and quantitative evaluation metrics used to help consumers mitigate deleterious influence of trauma and achieve treatment goals. This data is used to spur ongoing program improvements.

For clients who do not speak English or are hearing impaired, we have Spanish speaking therapists and interpreters, who can be secured with an extra cost. Those with physical disabilities can be assured that our facility is ADA compliant. If the individual experiences degrees of cognitive disability which inhibit the effective participation in group, then the client will be set up for success, by providing individual sessions in an environment conducive to their learning abilities. In addition, we have HIPPA compliant teletherapy that can be used to provide services for those who may be homebound (all in compliance with state law and licensing).
Primary Population

Lifeline provides a wide range of services and the populations served are a full range of substance abuse and mental health members of society. While we serve all ages, the majority of our client population is between 12 and 60. Our racial and ethnic division is reasonably representative of the general demographics of Maricopa County with Caucasians making up the majority of clients (59%), Hispanics a large portion (30%), African Americans next (7%) and then Native Americans (2%). We have some East Asian and Middle Eastern clients (1%) and other (1%).
City/ County/ Area

This contract is identified as serving a need in Glendale, AZ. As such, we have a facility in Glendale, AZ: Maricopa County. Our office located 17235 N 75th Ave F100 Glendale, AZ is within Glendale catchment. This location is active and prepared to serve clients under this contract. If a consumer needs a different location for any reason, one of our other locations is likely to be convenient. Our current alternative offices addresses are: Chandler: 335 N Alma School Rd Suite E, Chandler, AZ 85224, Downtown: 45 E Monterey Way #100, Phoenix, AZ 85012, N. Phoenix/Scottsdale: 5040 E Shea Blvd #164, Scottsdale, AZ 85254. We are also opening an office in the Avondale/Goodyear area in December 2018. For those currently outside the area or homebound, we provide HIPPA compliant teletherapy options.
LIFELINE PROFESSIONAL COUNSELING SERVICES

Major Funding Source

Private Insurance: We have facility contracts with a number of private insurers. This allows us to provide complete care through all of our providers and their specialties. We work with Blue Cross, Optum/United, Aetna, MHN, Cigna, ACN, Beacon, Magellan, as in network providers and we accept out of network.

DCS: We have two contracts with DCS. One contract serves those in poverty and homelessness providing counseling, guidance, and career services as well as coordinating services within the community.

AHCCCS: We are an approved AHCCCS provider and have had a contract with Cenpatico (now Arizona Complete Care) for over a year. In addition, we have secured the contracts necessary to provide AHCCCS clients with behavioral health services under the new changes that take place October 1, 2018 – University Banner, Care 1st, United, Magellan, Mercy Care.

Federal Probation: We have secured the contract to provide mental health and substance abuse counseling services for those on probation with the Federal Government.
LIFELINE PROFESSIONAL COUNSELING SERVICES

Key Personnel

Qualifications

Several trauma certified counselors will be working with consumers in need. These caring professionals take pride in their specialization, training, and experience working with trauma victims.

Experience

SUMMARY OF KEY STAFF

Roxanne DalPos: Roxanne is the clinical director. She is a certified clinical trauma professional, certified forensic counselor, certified sex offender provider and trained/qualified in Mindfulness/DBT, EMDR, Schema Therapy, and Clinical Supervision. She generally provides training and oversight to the rest of the team of therapists. She assists in appropriate placement of all Lifeline Clients

Jerry Brown: Jerry is the programs director. He is trained/certified in domestic violence, Gottman method couples counseling, and The Grief Recovery Method. He provides training and oversight to the rest of the team of therapists.

Kris Schlepp: Kris is a core clinical supervisor who also provides direct service. He is trained/certified in trauma focused CBT, family systems, Domestic Violence, Court-informed treatment, and clinical supervision. He has a strong desire to help people find their inner strength and become the best version of themselves.
James Heiskell: James is a team supervisor who also provides direct service. He is trained/certified in sex offender work, music therapy, Trauma focused CBT, domestic violence, Mindfulness/DBT, and adolescent behavior. He has a passion for using experiential work to help people find peace.

Patti Gillespie: Patti is an organizational trainer and a direct service provider. She is a licensed substance abuse and addiction counselor as well as a certified sex offender provider. She is bilingual English/Spanish. She brings great insight and evidence based practices to our programs for substance abuse and other addictions. She provides oversight for all addiction and substance related programs as well as strong, proven approaches to help individuals and their families trapped in the web of addictive behaviors.

Alexandria Harty: Alex is a team lead and direct service provider. She works with families and individuals of all ages. Her master’s degree was a specialty degree in trauma counseling and she has additional training as a clinical trauma professional. She is also trained in Mindfulness/DBT, Narrative Therapy, and Trauma focused CBT.

Jennifer Szabo: Jennifer is a team lead and direct service provider. She works with families and individuals of all ages. She has training and experience in EMDR, Mindfulness/DBT, and Trauma Resolution including Narrative Therapy and trauma focused CBT. She has a history providing group life skills and anger management in education settings.
Danielle Mitchell: Danielle is a team lead and direct service provider. She is trained in domestic violence resolution, trauma focused CBT, Narrative Therapy, Mindfulness/DBT, and family systems. She has extensive experience working with court related cases. She has a background in social work enabling her to coordinate community resources.

Lola Carrillo: Lola is a team lead and direct service provider. She is bilingual English/Spanish. She is trained and experienced in EMDR, Trauma Focused CBT, Mindfulness/DBT, Domestic Violence, and family systems. She is a proven asset in managing mandated cases.

Brian Clarke: Brian is a team lead as well as a direct service provider. He is trained in EMDR, Trauma focused CBT, Mindfulness/DBT, Family Systems, and domestic violence. He has a strong history in leadership and is able to teach and guide others successfully.

Martha Sanchez: Martha is a direct service provider. She is bilingual English/Spanish. She is trained in anger management, domestic violence, and cognitive restructuring. Martha has a strong history of behavioral health services. In addition, she has previous work experience with the probation department.
Saran Foster: Saran is a direct service provider. She brings a great history having managed five Social Workers and one Community Social Services Assistant to provide program services for children receiving Child Protective Services and Foster Care Services who have been abused, neglected, and/or abandoned. Entrusted with the daily operations of programs that entailed planning short and long range goals for the unit, analyzing client needs, and providing input to upper management to advocate for adult caretakers and children needs as warranted. Responsible for placement arrangements and permanent plans for a child. Assigned cases and approved case plans filed with the court to ensure state compliance. Participated in the interviewing and hiring process. Made sure that services and programs were consistent with statutory requirements, local guidelines, laws, and the use of acceptable social work practices by employing family-centered principles. Facilitated group staffing; conducted weekly staffing and conferences with unit workers.

In addition, she has prior work experience as a crisis counselor providing crisis intervention to sexually abused and battered women in a safe environment; facilitated rape and domestic violence support groups; assisted in client goal planning; devised residential programs; maintained case files and documentation; submitted timely reports, participated in client staffing; and participated in community forums on domestic violence.

Jennifer Yorgensen: Jennifer is trained in working with people on the autism spectrum. This provides value in treating those with legal cases and meet the criteria for being on the spectrum and
needed individual treatment. In addition, she is trained in domestic violence, trauma focused CBT and Mindfulness/DBT.

Cassandra Simpson: Cassandra is a direct service provider. She is trained in trauma focused CBT, Domestic violence, Mindfulness/DBT and Narrative Therapy. She has extensive experience working with the courts and court mandated cases.

Mariana Solorzano: Mariana is a direct service provider. She provides therapy sessions in English and Spanish. She is trained in domestic violence, Trauma Focused CBT, Narrative Therapy, and Mindfulness/DBT. She is a certified trauma professional.

Diana Rosen: Diana is bilingual (English/Spanish). She is a team lead and therapist. She is trained in domestic violence, Trauma Focused CBT, and Mindfulness/DBT. She works with all age ranges and issues. She facilitates groups as well as individual and family counseling. She has experience in developing community resources through her 5 years experience working with unaccompanied refugee children.

Brian Sillanpaa: Brian is a team lead and therapist. He is bilingual English/Spanish. He is trained in EMDR, Trauma Focused CBT, Domestic Violence Resolution. He is also certified in the Gottman Method for working with couples.
LIFELINE PROFESSIONAL COUNSELING SERVICES

Theresa Menzies: Theresa is a team lead and direct service provider. She is a Clinically Certified Trauma Professional and trained in EMDR. She provides both trauma focused CBT and EMDR with trauma clients.

Jill Slocum: Jill is our teletherapy provider. She is a clinically certified trauma professional. In addition, she has several years' experience working with children and teens who were victims of trauma. She has been a key team member in integrative services for family court cases working with the children who victims of abuse, neglect, substances, and domestic violence homes. She uses trauma focused CBT, mindfulness/DBT, and narrative therapy to assist those victimized by others.
Capacity for High Quality of Service

Lifeline will comply with all guidelines provided to us by the city of Glendale. Our diverse scope of practice allows consumers to receive comprehensive treatment. Consumers gain benefit from over 40 multicultural counselors, representing Native American, African American, Hispanic, Caucasian, bilingual, faith, and non-faith demographics. Additionally, our team of professionals includes those with an education, background, and experience in social work. Our care coordination department specializes in locating community resources for individuals suffering ill effects of trauma. Lifeline’s foundation of excellence is seen within exceptional program delivery, growth and development of counselors, contract compliance, consumer satisfaction, and strength of approach. We take our role as a gatekeeper for the profession seriously. The Lifeline PCS Leadership team has been involved in the production of our bid and fully understands and agrees to the requirements set forth for this bid. We jointly concur that we are capable and qualified to provide services and will do so with the experience and success we have gained in all our programs.
What resources do we provide to criminal trauma victims?

**Personal Advocacy and Accompaniment Services, such as:**

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications
- Referral to other victim service programs
- Referral to other services, supports, and resources
- Victim advocacy/accompaniment to emergency medical care or medical forensic exam
- Individual advocacy
- Interpreter services

**Emotional Support and/or Safety Services, such as:**

- Crisis intervention
- Hotline/crisis line counseling
- Individual counseling
- Therapy and/or Support groups
- Victim impact statement assistance
- Restitution Assistance

**Shelter and/or Housing Services, such as:**

- Emergency shelter or safe house
For clients in imminent crisis, we direct them to EMPACT Crisis, Arizona Coalition Against Domestic Violence, ArizonaTeen Crisis, Teen Lifeline, and Alternative Behavior Services. Services related to suicidal ideations or self-harming behaviors requiring inpatient services, we utilize Aurora, Oasis, and Quail Run. These agencies provide assessment, diagnosis, medication services, and helping clients get set up with community counseling services upon discharge with a recommendation of services.
Domestic Violence Resources:

**Shelters**

**Arizona Coalition Against Domestic Violence**
Address: 2800 N Central Ave, #1570, Phoenix, AZ 85004-1019
Legal Advocacy Hotline: 602-279-2900 or 1-800-782-6400

**Sojourner Center**
Address: 2330 E Fillmore St, Phoenix, AZ 85006-3817
Phone Number: (602) 244-0997

**Violence Free**
Address: 3120 W Carefree Hwy, #1, Phoenix, AZ 85086-3200
Phone Number: (623) 242-8797

**Chrysalis**
Address: 2055 W Northern Ave, Phoenix, AZ 85021-5157
Phone number: (602) 955-9059

**Catholic Charities D.I.G.N.I.T.Y Diversion Program**
Hotline:(602) 258-2785
Phone: (602) 258-2785

**Community Alliance Against Family Abuse**
Hotline:(480) 982-0196 24/7
Phone: (480) 982-0205Apache Junction, AZ

**Phoenix Dream Center / Where Hope Lives Program**
Hotline: (602) 516-0033
Phone: (602) 346-8701
LIFELINE PROFESSIONAL COUNSELING SERVICES

Hotlines and Websites

National Sexual Assault Hotline: 1-800-656-HOPE (4673)
National Coalition Against Domestic Violence: 1-303-839-1852 or 1-303-839-1681
National Network to End Domestic Violence: 1-202-543-556
Victim Connect National Hotline for Crime Victims: 1-855-4-VICTIM (1-855-484-2846)
1in6 Online Helpline: A helpline for Male Survivors of Childhood Sexual Abuse and Adult Sexual Assault [24/7, free, anonymous] https://1in6.org/helpline/
Gift from Within http://www.giftfromwithin.org/

Advocacy Centers

City of Phoenix Family Advocacy Center: 602-534-2120
Arizona Coalition to End Sexual & Domestic Violence 602- 542- 1653 or 602- 542- 1892
2120 N. Central Avenue, Suite 250, Phoenix, AZ
Mesa Center Against Family Violence: 480-644-4075
130 N. Robson, Mesa, AZ
Glendale Family Advocacy Center: 623-930-3720
4600 W. Glendale Avenue, Glendale, AZ
Scottsdale Family Advocacy Center: 480-312-6309
10225 E. Via Linda, Scottsdale, AZ
Southwest Family Southwest Family Advocacy Center: 623-333-7900
Criminal Justice


Office for Victims of Crime (OVC): Phone: 202-514-

Crime Victim Agency

Victims of Crime Act (VOCA) Victim Assistance - DPS VOCA Administration Unit: (602) 223-2000

ADC Office of Victim Services: 1-866-787-7233 azvictims@azcorrections.gov

Community Programs

Maricopa County Attorney’s Office-Victim Advocates: Phone: 602-506-8522

K-9 Victim Support Program: Phone: 602-506-8522

Kids in Court: Phone: 602-506-8522

Hospitals

Banner Thunderbird Medical Center: (602) 865-5555

Arrowhead Hospital: (623) 572-4542

Aurora Behavioral Health System: : (877) 870-7012
Inpatient Facilities

**Next Generation Village (Dual Diagnosis)**
Phone Number: 855-821-0214

**Evolve Treatment Center (Dual Diagnosis)**
Phone Number: 1-800-665-4769

**New Beginnings (Dual Diagnosis)**
Phone Number: 888-706-1870

**Willow Springs (Dual Diagnosis, DBT program)**
Phone Number: 800-448-9454

**Sonora Behavioral**
Phone Number: (866) 572-3676

Inpatient Facilities (Adult):

**Sierra Tucson (Dual Diagnosis)**
Phone Number: (877) 959-8896

**Remuda Ranch (Eating Disorders) (Also Teens)**
Phone Number: 877-740-8502

**Rosewood (Eating Disorders)(Also Teens)**
Phone Number: 877-740-8502

**Sundance(Substance Abuse/Dual Diagnosis)**
Phone Number: 888-546-0137
Collaborative efforts

Our care coordination team works closely with the crisis agencies listed above. They navigate needs from intake to discharge. After discharge, we follow up to assure our clients get what they need. Care coordinators provide consumers advocacy and connection to community resources. We coordinate care with any facilities that our clients are working with.

We work in conjunction with The Department of Child Safety and alongside San Marcos, Gilbert, McDowell Mountain, Moon Valley, Dreamy Draw, Desert Ridge, West Mesa, Hasayumpa Justice Courts and Pinal County Superior Courts and Maricopa County Family Court. With the courts we focus on safe communities. We work with offenders to prevent recidivism and work with victims to seek safety, resources, and trauma resolution.

The AZ Coalition has long been the standard in AZ for training DV providers and continues to provide necessary training including culturally relevant services and servicing the LGBTQ community. The Special Programs director is trained and provides training and utilization of resources from the AZ Coalition Against Domestic Violence Training and Resources.
References

1. DEPARTMENT OF CHILD SAFETY.

Procurement Manager Francine Whittington
3003 N Central Avenue PHX AZ 85012
Francine. Whittington@azdes.gov
602 255 2867
Dates of Service: Jan 2016- Current
Service Provided: Wide range of DCS services for individuals and families including Trauma resolution, Therapeutic visitations, General Mental Health, Substance use, Domestic violence (offender and victim).

2. PINAL COUNTY SUPERIOR COURT.

Elizabeth Zinc Procurement Office
31 N Pinal St. Building A Florence Az 85132
Elizabeth.zinc@pinal countyaz.gov
520 866 6667
Dates of Service: Jan 2016- Current
Service Provided: All Mental health needs as referred by the court
3 Dv, 1 Anger management, 7 CBT, and 2 Therapeutic Interventions at any one time

3. SUPERIOR COURT OF MARICOPA COUNTY – FAMILY COURT

Michael Jeanes
101 W Jefferson St, Phoenix, AZ 85003
(602) 506-3204
Dates of Service: Feb 2013- Current
Service Provided: Family evaluations, psychological evaluation, Therapeutic intervention (services for children potentially being reunified with an estranged parent due to abuse, neglect, substances)
Method of Approach

Preliminary data from Glendale 2018 Police Reports indicates significant improvement in crime, however, our community is still negatively impacted by criminal acts and residual trauma. Crime statistics provided by Glendale Police Department report 495 murders, 195 robbery, 246 aggravated assaults, 5,270 property crimes, 815 burglary, and 466 car thefts. In 2016 Glendale held the highest murder and burglary rate as compared to surrounding areas. On a National scale more than half of the United States population has been affected by psychological trauma (Solomon, Solomon & Heidi 2009). The deleterious latent effects of trauma on the regional and national scale coupled with dearth of trauma education and culturally specific measures create substantial barriers to trauma informed care for victims, and limited access to mental health care within underserved demographics. Crime statistics indicate a large section of our community is left in need. Glendale community members need increased access to crime victim treatment. Lifeline PCS can meet this need.

The ground floor of our approach rests within information sharing and awareness building. We spend initial stages of treatment establishing rapport and engaging in curriculum-based psycho education. Through this process clients are informed of physiological responses to trauma, treatment goals, and community resources. Trauma informed assessment are used to discern the subjective units of discomfort, locus of control, unregulated anxiety, and psychosomatic disruption. A full trauma history is completed along with Motivational Interviewing and Socratic dialogue, designed to bring the client into a healthier appraisal of traumatic events and the effect of those traumatic events on here and now appraisals of situations. After thorough assessment, therapist and client partner within a trusting therapeutic alliance, to embrace their unique experience with trauma.
Trauma Focused CBT

Trauma Focused CBT is used to foster a sense of control over future events and challenge negative beliefs about the self and world. Saunders et al., 2004 reports strong evidence and support by the U.S. Department of Health and Human Services, Substance Abuse, and Mental Health Services’ National Registry of Evidence Based Programs for use of Trauma Based CBT for victims of crime and trauma.

Narrative Therapy

Narrative therapy is used to empower consumers to recreate the trauma narrative by believing “individuals possess the capability to create healthier trauma responses.” We help clients “rewrite” their life story for a future that reflects who they are, what they are capable of, and what their purpose is, separate from their trauma. As we change our story and remembrance of the traumatic event, we change our physical and emotional responses to the event.

EMDR

EMDR is used to isolate fragmented memories and channel them into a more comprehensive and adaptive trauma response. Our EMDR specialists discern protective factors, coping skills, and readiness for the intensive process prior to engagement. During EMDR sessions the therapist develops rapport with client, learns what happened to them in a particular trauma, while conducting bilateral stimulation. As the client follows cued movement with his or her eyes, attends to tapping, and experiences bilateral energy transfer from vibrating pods, the treatment stimulates the right and left hemisphere of the brain in 30-second intervals. Client and counselor discuss what he or she is noticing, while reprocessing the dysfunctionally stored memories of the traumatic experience. The primary goal is to enable the client to progress through appropriate stages of emotion and insight, while creating a functional resolution of critical issues such as
personal responsibility, safety in the present, and availability of choices in the future. Several professional associations, government agencies, and major insurance companies have approved EMDR as an effective treatment for clients suffering from PTSD and other trauma, including the American Psychiatric Association (2004), the Department of Veterans Affairs and Department of Defense (2004).

**Prolonged Exposure (Somatic intervention)**

Prolonged Exposure (Somatic intervention) is used to address emotional trauma, shock, and psychosomatic symptoms. The brain’s capacity to process information is inhibited during traumatic events thereby, creating highly charged dysregulated emotional and somatic responses. Under normal conditions the Pre-Frontal Cortex detects when danger is over and in turn, lowers neurotransmitters from amygdala to brain stem. As the brain slowly processes the memory, it is transferred to the cerebral cortex, where it is filed away along with other memories. Trauma causes difficulty integrating neutral memories with trauma memories. Both neutral memories and trauma charged memories are encoded, evaluated and retrieved, however trauma memories are more difficult to retrieve. Due to compromised encoding, individuals who survive traumatic experiences, develop post-traumatic stress disorder (PTSD) and related psychological problems.
When the amygdala is highly active during an emergency, the encoding process is challenged. The body favors survival responses, resulting in the Pre-Frontal Cortex, immune, digestion, and other functions not relevant to fight or flight to suspended. This bypass of systems, specifically the PFC, causes the hippocampus to unsuccessfully make sense of the event, thereby, storing fragments of the event within the limbic system, resulting in dysregulated episodic and declarative memory. The body is left to deal with the trauma without aid of perspective appraisal provided by PFC, thereby, placing a person in a position of indefinite anxiety, lack of understanding of the event, and psycho somatic discomfort. Trauma memories are left incomplete causing inability to create understanding of past and future events. Interrupted physiological responses are exacerbated by intense stress reactions, causing dysregulated breathing, elevated blood pressure, increased heart rate, muscle tension, and somatic discomfort including chronic fatigue, insomnia, flashbacks, headaches, increased or decreased appetites, and digestive issues. Dependent upon the severity of the interaction, cuts, bruises, or internal injuries may serve as physical reminders of the life altering events.

Prolonged Exposure Therapy (Somatic intervention) provides opportunity to ignite declarative memory in Broca’s region needed to label trauma and activate the PFC. Under this approach, the treatment team works to identify emotions paired with the physiological automatic responses and prime them to be reprocessed with PFC and perspective appraisal. Consumers are taught breathing techniques, mediation, and body scanning. Hypnotherapy, grounding, and bio feedback, are also used to quiet symptoms and combat overactive survival responses contributing to dissociation, flattening affect, and derealization; resulting in feeling frozen, cut off from emotions, and disconnected from experiences. Somatic intervention teaches
clients effective methods for affect and physiologic regulation needed to create a healthier relationship with trauma.

**Children/ Families/ Intimate partner violence**

Accumulation of traumatic experiences in childhood is associated with increasingly severe adverse effects by both retrospective and prospective empirical investigations (Feltii et al., 1998, Finkelhor, Omrod & Turner, 2009). Children who experience one traumatic event are highly likely to have experienced traumas of a different nature. (Turner, Finkelhor & Omrod, 2010). Cohen, Mannarino & Deblinger (2006) report children assigned to trauma focused CBT intervention exhibited significantly greater improvements with respect to PTSD, depression, behavior problems, feelings of shame, and dysfunctional abuse related attributions, while their parents reported significantly greater improvements in abuse specific distress, depression, parenting skills, and parental support. These findings were maintained over a 1 year follow up period (Deblinger, Mannarino, Cohen & Steer 2006). Those assigned to Trauma Focused CBT exhibited significantly greater reduction in intimate partner violence-related PTSD and anxiety (Cohen, Mannarino & Iyengar, 2011).
Sexual trauma, complex trauma, anger, grief, and unexpected life changes

Consumers are provided opportunities to process latent and in vivo effects of sexual trauma, complex trauma, anger, grief, and unexpected life changes, within our survivor support, grief, anger, DBT, and creative expressions therapies. Due to painful or unbearable memories victims may not be able to make decisions, enjoy the same quality of life, experience disbelief, or may feel desire to get even with the offender. Within support groups, denial, disbelief, and anger, are validated as defense mechanisms, which help to initially deal with trauma. Consumers find support through the experiences and healing contact with fellow community members, working to create adaptive responses to trauma.

In sum our approach is a multidisciplinary client centered combination of Trauma focused CBT, Narrative, EMDR, Somatic, Sexual trauma specialization, and Intimate partner violence informed care. We offer survivor support groups, family processing, anger management, DBT, Schema, and creative expression therapies to supplement treatment. We are well versed in the unique distinctions between each approach and take pride in eliciting positive outcomes for consumers and stakeholders. Strict adherence to our specification and mission allow us to successfully help clients establish a baseline of safe interaction with the traumatic experience, create a healthier experience with the traumatic occurrence, manage adverse conditions, re configure disparate fragmented trauma memories, and challenge beliefs that block wellness and appraisal of future success.
LIFELINE PROFESSIONAL COUNSELING SERVICES

Resources

**Number of Staff -**

Lifeline has over 40 master's and pre-graduate master’s level counselors. 10 bilingual (English/Spanish) providers. All staff are trained in our programs and the delivery of our program to the Spanish speaking population and receive regular supervision to staff client cases and assure that clients are receiving the best treatment possible.

**Supplies -**

Lifeline has a comprehensive variety of screening, testing, and assessment tools that help diagnose and provide clinical information that benefits the client and the counselor in providing the appropriate level of care, while addressing the necessary treatment goals. Lifeline possesses all necessary supplies and equipment to complete all necessary documentation, to provide clients with requested documentation, and to store documentation while maintaining privacy and documentation. Lifeline’s Glendale office has been licensed by the AZDHS, which validates this claim.

**Equipment –**

Lifeline utilizes an EHR system, Clinic Tracker, which allows for regular and confidential communication between staff members, assures compliance with documentation, and allows for all necessary staff members to maintain client files up to the expectations of the AZDHS. The patient portal allows for an exchange of information and form completion and has reports available through the portal for collaterals and stakeholders in the client’s treatment. Lifeline has laptops that are for client use when completing documentation necessary for treatment and to allow clients the opportunity to read over documentation before signing off i.e. treatment plans. These are all
provided in a secure mode that does not cache the entries and does not allow for leaving the location of the document.
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Evaluation

Psycho Metrics

Treatment Readiness

Protective Factors Survey

Adverse Childhood Experience Scale

Brief Trauma Assessment

Pre/Post Victim Index

Post traumatic Checklist

Dissociative Experience Scale

Trauma Recovery Scale

Consumer Satisfaction Survey

The results of the pre and posttest are maintained in a spreadsheet and then tested for statistical significance, using statistically valid methods. The attachments include the validity and reliability information of each of the selected instruments.
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Procedures

All therapies provided by Lifeline PCS are trauma informed, empirically based, and evaluated through sound metrics. We only use evidence-based trauma treatments substantiated by current research. For example, the heart of our approach flows through Trauma Focused Cognitive Behavior Therapy, Narrative Therapy, EMDR, Prolonged Somatic Exposure Therapy, and Sexual Trauma intervention, which are all well documented as empirically based sound measure to address trauma needs.

Feedback

Our clients are the best source of information regarding needs and delivery of all programs. The feedback provided by the clients provide the leadership team with valuable information needed to improve program effectiveness. With this information we develop improved training and/or supplemental information to enhance impact. Examination of demographic indicators allows us to tailor our approach and identify areas of need for our community. Our intake paperwork captures necessary demographic characteristics. Our electronic health records system provides for reporting based on specific demographics or provides an overview of all demographic characteristics of a specific service type (program). Each of our monitoring reports indicate exceptional performance and compliance. Our track record of professionalism and client confidence are substantiated by the number of positive outcomes for both, consumers and community partners.
Data Analysis

During intake, motivation to change, cross cutting measures, and risk assessments screening are used, to establish baseline data. The *Victim Index and Post Traumatic Checklist* are issued in a Pre and Posttest to examine improvements in truthfulness, resistance, morale, distress, self-esteem, substance abuse, and suicidal ideation. Statistics application software is used to calculate statistical significance between both metrics to discern treatment effectiveness. We ensure successful data tracking by utilizing collaborate treatment planning, where clients are involved in creation of specific measurable goals. Each consumer receives a full trauma work ups to establish a comprehensive understanding of Adverse Childhood Experiences and unique traits of trauma. Within EMDR themes are documented in case notes and utilized to target specific benchmarks. Upon discharge follow up surveys are used to examine client needs. Client satisfaction reports are used as qualitative data to evaluate our consumers experience with treatment. We consistently receive excellent customer satisfaction scores. Our Post Treatment Evaluations are consistently in the “Superior” range, and our consumers report improvements in all areas of their life. Both client data related to symptomology and satisfaction are collected into data sets used to evaluate success.

Therapists also utilize quantitative measures such as *Trauma Recovery, Subjective units of Distress, and Dissociative Experience Scale Matrix* to document fluctuations in function. A battery of Applied Behavioral Analysis tracking logs are used to document symptomology. To examine qualitative data, consumers are given therapy activities to complete including journaling. Qualitative data provided from journaling and clinical observation are used as measures to evaluate treatment success. Individual and group progress notes also provide qualitative evidence to substantiate treatment effectiveness. Individual and/or group progress notes
are maintained electronically. These notes include contact, case management, release of information, and session notes. We offer two methods of providing this information to stakeholders. One method is through a direct login to our electronic records patient ally feature which will store all relevant documents for all referred clients. The other method is electronic records upload to a dedicated one drive account for the stakeholder. This method also contains a spreadsheet that provides status of each referral.
We understand victims of criminal acts need no additional barriers to recovery. Therefore, we train each member of our treatment team to utilize practices that limit traumatization. Mr. Jerry Brown and Mr. Kristopher Schlepp spearhead the adherence to trauma informed practice at each point of contact with stakeholders, consumers, and the community. Our facilitators engage in trainings for domestic violence, child abuse, anger management, and CBT, to provide evidence-based care.

Administration

Serves consumers by collecting payment, ensuring accuracy of records, scheduling client appointments, providing clients with all necessary information regarding appointments, and answering any relevant questions that are not better answered by the care coordinator or counselor. The admin work with the counselors, care coordinators, and supervisors regarding scheduling and documentation.

Care Coordinator

Serves as the liaison between the facility, the referral source, and the client. The care coordinator assures that the client is receiving the best care possible, that they are maintaining consistency in appointments, and have all available resources to meet the client’s needs outside of therapy. The care coordinator works with the client, admin, and counselor to assure all needs of the clients that can be met by Lifeline PCS are being met.

Counselors

Our interdisciplinary treatment team utilizes trauma focused cognitive behavioral approaches to improve client function, provide accurate documentation and client centered
LIFELINE PROFESSIONAL COUNSELING SERVICES

care. Trauma specialist are required to maintain certification in line with criteria set forth by the AZ Department of Health Services. Facilitators for trauma focused Cognitive Behavior Therapy are masters level counseling pre or post graduate BHT’s/BHP’s as defined by the AZ Department of Health Services and supervised by an LPC. Intake staff are pre-graduate counseling students and postgraduate masters level counselors. They are trained in full biopsychosocial assessments including APA cultural measures and APA cross cutting measures. In addition, they are trained and administer lethality assessments, anger assessments, and cognitive distortions assessment.

Lifeline is an AHCCCS provider and as such, staff are required to engage in several Relias trainings including but not limited to: Coordination of Services for Persons Involved with the Courts and Jail/Detention/Prison, Cultural Competency/CLAS Standards, Community Resources, Working with Difficult People, and Limited English Proficiency. Through these trainings, our staff reviews the importance of providing trauma centered care at every level of contact and assures that they have the most up to date training to provide the best service possible.

Culture

Lifeline engages in a screening and assessment process that allows the client to express their cultural needs. We then make appropriate placements based on the need and value client and counselor fit. Furthermore, we are contracted with "A-Foreign Language Service" to provide interpreters as needed and have an in-house agreement for interpreters not associated with "A-Foreign Language Service. All counselors adhere to the ACA ethical codes which include the understanding of culture on testing, values, and treatment. All counselors providing treatment have completed a multicultural class and maintain regular training for cultural considerations in counseling.
Billing and invoicing

Clinic Tracker

Lifeline is equipped with an electronic health records (EHR) system that is robust and state of the art. The system allows direct referrals for our community partners as well as the ability for them to receive information online. In addition, among the many features included is the ability for reporting, tracking all services and communications, tracking outcomes, and accepting all forms of payment: client payments, insurance payments, and community partner payments along with comprehensive reporting and billing.

We take pride in our fiduciary responsibility to comply with HIPPA guidelines, regulatory mandates, and government stipulations. To meet this aim, we establish seamless communication with the referral source throughout the entire process of intake, service, and discharge. Upon receiving a referral, the care coordination department and administrative staff enter data into Clinic Tracker Electronic Health Care Secure Database. Clinic Tracker is the premier web based secure electronic health record keeping application used at our facility. Our Local area network WIFI is secured by a WEP encrypted passphrase. This passphrase under no circumstances is available for clients. Our network is frequently monitored by our technical support team to ensure its security.

Once the referral data is entered, an intake is scheduled. Our automation system identifies the amount of payment due. Clinic Tracker Electronic Health Care Secure Database indexes all visits, no-shows, and cancellations. When service is complete, the database automatically populates data to billing tracker, to create an invoice. Service hours and price per unit are embedded within the electronic invoice. The invoice and supporting session documentation is sent to the funding source. When the funding source issues payment, our database records the transaction. Each week,
LIFELINE PROFESSIONAL COUNSELING SERVICES

a report is run for over and underpayment. The billing department follows up with necessary parties to procure funds and continue service.

Please note, in previous contracts with alternate stakeholders, we utilized prefabricated boiler plate invoice template provided by the government agency. As a result, we are flexible to the needs of the contractor. We are positioned to utilize any invoice style, template, or format required by the funding source. Records are backed up on a secured server and/or paper files in a locked file cabinet behind a locked door. If the main form of record keeping becomes compromised, the backed-up form of the records, can sufficiently replace with 100% accuracy through the secure server and or paper files. Case notes are computerized through the Clinic Tracker Electronic Health Care Secure Database and are saved directly into the patient’s electronic file. Electronic records are kept in a password protected EHR system, and all exported records are encrypted, and password protected. Our case files are maintained electronically, accepting any documents requiring wet signatures which are maintained in hard copy form. Email is a secure email server through Go Daddy Email services; each employee is given an email address and password. General manager Heather Jones monitors this email regularly.

All records are available to the referral source. Funding agency staff will be able to access consumer files electronically. Funding sources will be given a username and password to gain secure access to the consumer files. The files will be accessed through a secure cloud based HIPPA compliant file sharing system. To further safeguard, the funding agency staff will have limited access, to only view information pertinent to the service contract, thereby protecting alternate consumers.
Lifeline PCS has a systematic process for communicating with stakeholders and sustaining compliance. Lifeline PCS uses the premier electronic health records compliance database Clinic Tracker to bill, invoice, and protect client information. We integrate services into comprehensive and timely reports to keep stakeholders abreast. Stakeholders rest assured, all services indicated on the referral are provided with the utmost professionalism and are documented utilizing all necessary compliance safeguards. Our billing and invoicing are simple and fluid. We provide accurate invoicing, seamless billing, and detailed timely documentation. As important as billing and invoicing is, the client’s treatment is of the utmost importance and therefore we offer payment plan options for clients to make payments in good faith.
3. PRICING WORKBOOK

The Offeror must complete all requested pricing below. Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract.

PRICE SHEET

3.1 PRICE FOR CRIME VICTIM TRAUMA COUNSELING SERVICES

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<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
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<td>Crime Victim Trauma Counseling Services as per Scope of Work</td>
<td>Per Hour</td>
<td>$_<em><strong><strong><strong>90</strong></strong></strong></em></td>
</tr>
</tbody>
</table>

IF PRICING IS NOT PROVIDED IT IS INTERPRETED AS A NO-BID

DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES__x__ NO ____

If your answer is NO, please state terms offered: ______________%

PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the Unit Price Per Hour in Price Sheet Section 3.1.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.
Addendum Response and Acknowledgement

By Signing this offer Sheet and submitting the accompanying solicitation response, offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the Exhibits Package and checked off below:

- Exhibit 1
- Exhibit 4
- Exhibit 3
- Exhibit 4
- Pricing Workbook
No-Conflict of Interest Statement

1. Dr. Roxanne DalPos Clinical Director, Clinical Director Kristopher Schlep LPC, and Regional Director James D. Heiskell LAC prepared the bid with supported from those noted on the attached leadership team spreadsheet. “Please see attachment for details”

2. We have no city of Glendale employees and no contact with any. No employees of the City of Glendale are involved directly or indirectly or by relationship to Lifeline Staff.

3. We have no personnel who have financial interest in the contract. The only financial benefit is the standard compensation for performance and only to Life Line Staff.

4. We have no employee who is a relative

Contractor acknowledges this Agreement Is subject to A.R.S. 38-51, which allows for cancelation of the Agreement in the event any person who is significantly involved in initiation, negotiating, securing, drafting, or creating the Agreement on the City’s behalf is also an employee, agent or consultant of any other party to this Agreement.
Psycho Metric Evaluative Measures

Victims Index - Please See Attachment
NAME: test test  AGE: 43  SEX: Female  
ETHNICITY/RACE: Caucasian  EDUCATION/HIGHEST GRADE: 16  
MARRITAL STATUS: Married  DATE OF BIRTH: 8/27/1975  
DATE SCORED: 09/06/2018

Victim Index results are confidential and are working hypotheses. No diagnosis or decision should be based solely upon these results. These test results are to be used in conjunction with experienced staff judgment and review of available records.

<table>
<thead>
<tr>
<th>MEASURES</th>
<th>%ile</th>
<th>VI CTI M I NDEX PROFILE</th>
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<tbody>
<tr>
<td>TRUTHFULNESS</td>
<td>88</td>
<td>-</td>
</tr>
<tr>
<td>RESISTANCE</td>
<td>23</td>
<td>-</td>
</tr>
<tr>
<td>MORALE</td>
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<td>-</td>
</tr>
<tr>
<td>DISTRESS</td>
<td>22</td>
<td>-</td>
</tr>
<tr>
<td>STRESS COPING</td>
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<td>-</td>
</tr>
<tr>
<td>SELF-ESTEEM</td>
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<td>-</td>
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<tr>
<td>SUBSTANCE ABUSE</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>SUICIDE IDEATION</td>
<td>18</td>
<td>-</td>
</tr>
</tbody>
</table>

**SUMMARY**

Truth-Corrected Victim Index (VI) scores are accurate. She is not resistant or noncompliant and should be cooperative. This client is very self-confident and has a positive outlook. This individual has very little, if any, physical or mental distress. This person possesses good stress coping abilities. This client has good self-esteem. Alcohol and drug use or abuse do not appear to be a problem. This person has little, if any, intention of attempting suicide at this time.

Elevated scale scores (at or above the 70th percentile) represent areas of concern. More specifically, the TRUTHFULNESS Scale is elevated. This area of inquiry should be incorporated in this client's treatment plan. It is also important to note which scores are not elevated.
TRUTHFULNESS SCALE: This person's Truthfulness Scale score is in the problem risk (70 to 89th percentile) range. This elevated score did not happen by chance. An elevated (70th percentile or higher) score requires a definite pattern of untruthful answers. Truth-Corrected VI scale scores are likely accurate, but some distortion is possible. This is an accurate VI profile, yet results should be reviewed carefully.

RESISTANCE SCALE: This individual's score on the Resistance Scale is in the low risk (zero to 39th percentile) range. Low risk scorers are typically friendly, amiable and cooperative. This woman can be expected to get along with others, communicate congenially and follow program recommendations. This lady will, under normal conditions, be cooperative and compliant.

MORALE SCALE: This individual's Morale Scale score is in the low risk (zero to 39th percentile) range. This is not an overly worrisome or indecisive person. Indeed, this woman has enthusiasm, confidence and feelings of value. Low risk scorers have the ability to assume normal optimism regarding the future. Realistic goal setting will help sustain this client's morale in the future.

DISTRESS SCALE: This individual's Distress Scale score is in the low risk (zero to 39th percentile) range. Significant distress is not evident. Distress incorporates physical and mental pain along with symptoms of anxiety, dysphoria or depression. Distress represents one of the major reasons people seek counseling. With regard to distress, this is a low risk score.

STRESS COPING SCALE: This individual's score on the Stress Coping Abilities Scale is in the low risk (zero to 39th percentile) range. Low risk scorers cope well with tension, pressure and stress. Consequently, significant psychopathy or psychopathology would likely be incident related. This person has good stress coping abilities. This is a low risk score.

SELF-ESTEEM SCALE: A very high level of self-esteem is evident. The Truthfulness Scale score can help in understanding this score. An elevated (90th percentile and higher) Truthfulness Scale score suggests an inflated (narcissistic) self-opinion, whereas a Truthfulness Scale score at or below the 89th percentile suggests a realistic self-appraisal. Scores in the zero to 39th percentile range should be interpreted carefully.

SUBSTANCE ABUSE SCREEN: When assessing substance abuse it helps to review a client's alcohol and drug-related answers. Alcohol items are reviewed first. Alcohol use, if present, may be historical, experimental or social in nature. Low risk scorers do not usually engage in alcohol abuse. Drinking does not appear to be problematic.

Drug use, if present, may be historical, experimental or involve prescription drugs. Low risk scorers do not manifest an established pattern of drug abuse. Drug abuse does not present as a problem for this client.
S U I C I D E  I D E AT I O N  S C A L E:  T h i s  i n d i v i d u a l  i s  n o t  s u i c i d a l  a t  t h i s  t i m e.  
People who talk about and perseverate on suicide may commit suicide,
whereas few people commit suicide without signaling their intentions. People who admit their suicidal ruminations are high suicide risks. In contrast, transient thoughts of death and dying are rather common, consequently it is important to identify people that are preoccupied with suicidal thoughts. This is a low suicide risk individual. Low risk individuals typically do not threaten or attempt suicide.

SECTION 2: SIGNIFICANT ITEMS: These answers are the respondent's self-reported responses. They represent direct admissions or unusual answers, which may help in understanding the individual's situation.

RESISTANCE
No significant items were reported for this scale.

DISTRESS
No significant items were reported for this scale.

ALCOHOL
No significant items were reported for this scale.

MORALE
No significant items were reported for this scale.

SUICIDE
No significant items were reported for this scale.

DRUGS
No significant items were reported for this scale.

SECTION 3: The client's answers to multiple choice items are printed below. It should be noted that these answers represent the respondent's opinion— with all of its biases. These multiple choice answers allow comparison of the client's subjective opinions with objective and empirically based scale scores.

120. Drinking is not a problem 124. Not a "recovering" person
121. Never been in alcohol treatment 125. Doesn't attend AA, NA or CA
122. Drug use not a problem 126. Not suicidal or homicidal
123. Never been in drug treatment 127. Serious relationship problems

OBSERVATIONS/RECOMMENDATIONS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

STAFF MEMBER SIGNATURE

DATE

VICTIM INDEX RESPONSES

1- 50 FTTFDTTTF FTTF DTFTTF TTTTFTT  FFTF TFTFTFT  TTTT FTFT FF
51-100 FTTFTDFO FFF1323113 2341314112 2412413112 2111411515
101-127 1514524155 2245411144 4444442

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Dissociative Experience Scale- Please See Attachment
Dissociative Experiences Scale-II (DES-II)
Eve Bernstein Carlson, Ph.D. & Frank W. Putnam, M.D.

Directions: This questionnaire consists of twenty-eight questions about experiences that you may have in your daily life. We are interested in how often you have these experiences. It is important, however, that your answers show how often these experiences happen to you when you are not under the influence of alcohol or drugs. To answer the questions, please determine to what degree the experience described in the question applies to you, and circle the number to show what percentage of the time you have the experience.

For example: 0% 10 20 30 40 50 60 70 80 90 100%
(Never) (Always)

1. Some people have the experience of driving or riding in a car or bus or subway and suddenly realizing that they don't remember what has happened during all or part of the trip. Circle a number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

2. Some people find that sometimes they are listening to someone talk and they suddenly realize that they did not hear part or all of what was said. Circle the number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

3. Some people have the experience of finding themselves in a place and have no idea how they got there. Circle a number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

4. Some people have the experience of finding themselves dressed in clothes that they don't remember putting on. Circle the number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

5. Some people have the experience of finding new things among their belongings that they do not remember buying. Circle the number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

6. Some people sometimes find that they are approached by people that they do not know, who call them by another name or insist that they have met them before. Circle the number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

7. Some people sometimes have the experience of feeling as though they are standing next to themselves or watching themselves do something and they actually see themselves as if they were looking at another person. Circle the number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

8. Some people are told that they sometimes do not recognize friends of family members. Circle the number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%

9. Some people find that they have no memory for some important events in their lives (for example, a wedding or graduation). Circle the number to show what percentage of the time this happens to you.
   0% 10 20 30 40 50 60 70 80 90 100%
10. Some people have the experience of being accused of lying when they do not think that they have lied. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

11. Some people have the experience of looking in a mirror and not recognizing themselves. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

12. Some people have the experience of feeling that other people, objects, and the world around them are not real. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

13. Some people have the experience of feeling that their body does not seem to belong to them. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

14. Some people have the experience of sometimes remembering a past event so vividly that they feel as if they were reliving that event. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

15. Some people have the experience of not being sure whether things that they remember happening really did happen or whether they just dreamed them. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

16. Some people have the experience of being in a familiar place but finding it strange and unfamiliar. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

17. Some people find that when they are watching television or a movie they become so absorbed in the story that they are unaware of other events happening around them. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

18. Some people find that they become so involved in a fantasy or daydream that it feels as though it were really happening to them. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

19. Some people find that they sometimes are able to ignore pain. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

20. Some people find that they sometimes sit staring off into space, thinking of nothing, and are not aware of the passage of time. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%

21. Some people sometimes find that when they are alone they talk out loud to themselves. Circle the number to show what percentage of the time this happens to you.

0% 10 20 30 40 50 60 70 80 90 100%
22. Some people find that in one situation they may act so differently compared with another situation that they feel almost as if they were two different people. Circle the number to show what percentage of the time this happens to you.  
0% 10 20 30 40 50 60 70 80 90 100%

23. Some people sometimes find that in certain situations they are able to do things with amazing ease and spontaneity that would usually be difficult for them (for example, sports, work, social situations, etc.). Circle the number to show what percentage of the time this happens to you.  
0% 10 20 30 40 50 60 70 80 90 100%

24. Some people sometimes find that they cannot remember whether they have done something or have just thought about doing that thing (for example, not knowing whether they have just mailed a letter or have just thought about mailing it). Circle the number to show what percentage of the time this happens to you.  
0% 10 20 30 40 50 60 70 80 90 100%

25. Some people find evidence that they have done things that they do not remember doing. Circle the number to show what percentage of the time this happens to you.  
0% 10 20 30 40 50 60 70 80 90 100%

26. Some people sometimes find writings, drawings, or notes among their belongings that they must have done but cannot remember doing. Circle the number to show what percentage of the time this happens to you.  
0% 10 20 30 40 50 60 70 80 90 100%

27. Some people sometimes find that they hear voices inside their head that tell them to do things or comment on things that they are doing. Circle the number to show what percentage of the time this happens to you.  
0% 10 20 30 40 50 60 70 80 90 100%

28. Some people sometimes feel as if they are looking at the world through a fog, so that people and objects appear far away or unclear. Circle the number to show what percentage of the time this happens to you.  
0% 10 20 30 40 50 60 70 80 90 100%
Dissociative Experiences Scale II (DES II)  
Description and Interpretation

**Description:** The Dissociative Experiences Scale II (DES II) is a copyright-free, screening instrument. According to its authors, Carlson and Putnam, "it is a brief, self-report measure of the frequency of dissociative experiences. The scale was developed to provide a reliable, valid, and convenient way to quantify dissociative experiences. A response scale that allows subject to quantify their experiences for each item was used so that scores could reflect a wider range of dissociative symptomatology than possible using a dichotomous (yes/no) format." (Dissociation 6 (1): 16-23)

**Interpretation:** The Dissociative Experiences Scale II (DES II): When scoring, drop the zero on the percentage e.g. 30% = 3; 80% = 8 then add up single digits for client score

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<td>Dissociative Disorder (NOS)</td>
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<tr>
<td>Dissociative Identity Disorder (MPD)</td>
<td>48</td>
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</tbody>
</table>

Mean DES Scores Across Populations for Various Studies

Items from the DES for Each of the Three Main Factors of Dissociation:

**Amnesia Factor:** This factor measures memory loss, i.e., not knowing how you got somewhere, being dressed in clothes you don’t remember putting on, finding new things among your belongings, not remembering buying, not recognizing friends or family members, finding evidence of having done things you don’t remember doing, finding writings, drawings or notes you must have done but don’t remember doing. **Items — 3, 4, 5, 8, 25, 26.**

**Depersonalization/Derealization Factor:** Depersonalization is characterized by the recurrent experience of feeling detached from one’s self and mental processes or a sense of unreality of the self. Items relating to this factor include feeling that you are standing next to yourself or watching yourself do something and seeing yourself as if you were looking at another person, feeling your body does not belong to you, and looking in a mirror and not recognizing yourself. Derealization is the sense of a loss of reality of the immediate environment. These items include feeling that other people, objects, and the world around them is not real, hearing voices inside your head that tell you to do things or comment on things you are doing, and feeling like you are looking at the world through a fog, so that people and objects appear far away or unclear. **Items — 7, 11, 12, 13, 27, 28.**

**Absorption Factor:** This factor includes being so preoccupied or absorbed by something that you are distracted from what is going on around you. The absorption primarily has to do with one’s traumatic experiences. Items of this factor include realizing that you did not hear part or all of what was said by another, remembering a past event so vividly that you feel as if you are reliving the event, not being sure whether things that they remember happening really did happen or whether they just dreamed them, when you are watching television or a movie you become so absorbed in the story you are unaware of other events happening around you, becoming so involved in a fantasy or daydream that it feels as though it were really happening to you, and sometimes sitting, staring off into space, thinking of nothing, and being unaware of the passage of time. **Items — 2, 14, 15, 17, 18, 20.**
LIFELINE PROFESSIONAL COUNSELING SERVICES

Pre Post Sample Report - Please See Attachment
This report directly compares Pre-Post Inventory Pretest and analogous Posttest scale scores. No decision or diagnosis should be based solely upon Pre-Post Inventory Comparison Report results.

**Rationale:** The same test is administered twice (pretest and posttest). Pretest results become the baseline for subsequent test administration comparisons. The Comparison Report confirms differences between pretest (baseline) and posttest (second or subsequent test administration) scale scores. The higher the Pre-Post scale score (at or above the 70th percentile), the more serious the area of inquiry becomes. When a scale's pretest score is higher than its posttest (or ipsative) score, positive change or improvement is corroborated. In contrast, when a scale's pretest score is lower than its analogous posttest score, a negative change has occurred.

### SCALE COMPARISONS

#### Truthfulness Scale

This Truthfulness Scale pretest - posttest scale comparison reveals noticeable negative change. This posttest scale score is 31 percent higher than its pretest Truthfulness Scale score. Something happened (disillusionment, trauma, relapse, etc.) that has contributed to this large of a negative change.

<table>
<thead>
<tr>
<th>Truthfulness Scale</th>
<th>%ile</th>
<th>TRUTHFULNESS PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreTest</td>
<td>55</td>
<td>![Truthfulness Pretest Profile]</td>
</tr>
<tr>
<td>Posttest</td>
<td>86</td>
<td>![Truthfulness Posttest Profile]</td>
</tr>
</tbody>
</table>

#### Anxiety Scale

This individual's Anxiety Scale pretest - posttest comparison shows negative change. This individual's posttest Anxiety Scale score is 42 percent higher than their comparable pretest scale score. Something is amiss? This person's Anxiety scale score has deteriorated resulting in noticeable negative change.

<table>
<thead>
<tr>
<th>Anxiety Scale</th>
<th>%ile</th>
<th>ANXIETY PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreTest</td>
<td>42</td>
<td>![Anxiety Pretest Profile]</td>
</tr>
<tr>
<td>Posttest</td>
<td>84</td>
<td>![Anxiety Posttest Profile]</td>
</tr>
</tbody>
</table>

#### Depression Scale

This client's Depression Scale pretest - posttest comparison reveals positive change. This individual's posttest Depression Scale score is 14 percent lower than its comparable pretest scale score. Since their pretest screening, this person is less depressed than they were at intake. Positive change or improvement has taken place.

<table>
<thead>
<tr>
<th>Depression Scale</th>
<th>%ile</th>
<th>DEPRESSION PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreTest</td>
<td>85</td>
<td>![Depression Pretest Profile]</td>
</tr>
<tr>
<td>Posttest</td>
<td>71</td>
<td>![Depression Posttest Profile]</td>
</tr>
</tbody>
</table>
**Distress Scale**

Comparison: +19

This person's Distress Scale pretest - posttest comparison shows noticeable improvement. This client's posttest Distress Scale score is 19 percent lower than its comparable pretest scale score, which reflects substantial positive change or improvement.

<table>
<thead>
<tr>
<th>Distress Scale</th>
<th>%ile</th>
<th>DI STRESS PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreTest</td>
<td>92</td>
<td>+ + + + + + + + + +</td>
</tr>
<tr>
<td>Posttest</td>
<td>73</td>
<td>+ + + + + + + + + +</td>
</tr>
</tbody>
</table>

**Self-Esteem Scale**

Comparison: +0

This individual's Self-Esteem pretest - posttest comparison shows little change. This client's pretest and posttest scale scores are within one (+1 or -1) percentage point of each other. If self-esteem was not a treatment plan goal, change would be moot or undetermined.

<table>
<thead>
<tr>
<th>Self-Esteem Scale</th>
<th>%ile</th>
<th>SELF-ESTEEM PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreTest</td>
<td>89</td>
<td>+ + + + + + + + + +</td>
</tr>
<tr>
<td>Posttest</td>
<td>89</td>
<td>+ + + + + + + + + +</td>
</tr>
</tbody>
</table>

**Alcohol Scale**

Comparison: +22

This client's Alcohol Scale pretest - posttest comparison reveals improvement. This person's posttest Alcohol Scale score is 22 percent lower than its comparable pretest scale score, which demonstrates positive change. Improvement is impressive and readily apparent.

<table>
<thead>
<tr>
<th>Alcohol Scale</th>
<th>%ile</th>
<th>ALCOHOL PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreTest</td>
<td>95</td>
<td>+ + + + + + + + + +</td>
</tr>
<tr>
<td>Posttest</td>
<td>73</td>
<td>+ + + + + + + + + +</td>
</tr>
</tbody>
</table>

**Drug Scale**

Comparison: -16

This individual's Drug Scale pretest - posttest comparison shows a negative shift. This client's posttest Drug Scale score is 16 percent higher than its comparable pretest scale score, which represents a considerable negative change. Has this client relapsed? Something is wrong.

<table>
<thead>
<tr>
<th>Drug Scale</th>
<th>%ile</th>
<th>DRUG PROFILE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PreTest</td>
<td>74</td>
<td>+ + + + + + + + + +</td>
</tr>
<tr>
<td>Posttest</td>
<td>90</td>
<td>+ + + + + + + + + +</td>
</tr>
</tbody>
</table>
Stress Management Scale
This client's Stress Management Scale pretest - posttest comparison reveals a need for stress management training. This person's posttest Stress Management Scale score is 54 percent higher than its comparable pretest scale score. This individual would likely benefit from stress management training or classes.

Stress Management Scale %ile

<table>
<thead>
<tr>
<th>PreTest</th>
<th>Posttest</th>
</tr>
</thead>
<tbody>
<tr>
<td>43</td>
<td>97</td>
</tr>
</tbody>
</table>

SI NG N F I C A N T I TEMS

These answers, with all of their predispositions and biases may help in understanding this client and his situation. "Significant items" are direct admissions or unusual answers to Pre-Post Inventory questions.

Anxiety Scale Pretest
123. Often nervous / anxious
130. Often unable to relax
*Only two significant items were selected.

Depression Scale Pretest
5. States frequently depressed
17. Recent weight change
23. Feels alone & doesn't fit in

Distress Scale Pretest
9. Joyless lifestyle
16. Suffering is intolerable
20. Suicide ideation
*Additional Items: #26, 29, 55, 59, 139, 149, 150 and 159.

Alcohol Scale Pretest
15. Admits drinking concerns
22. Can't stop drinking
*Additional Items: #36, 42, 45, 50, 57, 64, 69, 75, 91, 94, 129, 151, 152, 153, 154 and 160.

Drug Scale Pretest
33. Has lied about drug use
67. Concerned about drug use
154. Recovering: alcohol & drugs *Three significant items were selected.

Anxiety Scale Posttest
56. Admits is anxious person
61. Usually anxious
123. Often nervous / anxious *Additional Items: #126, 130, 143 and 147.

Depression Scale Posttest
5. States frequently depressed
11. Lost interest in activities
17. Recent weight change *Additional Items: #121, 142 and 145.

Distress Scale Posttest
9. Joyless lifestyle
55. Life isn't worth living
59. States is desperate *Additional Items: #72, 139 and 149.

Alcohol Scale Posttest
15. Admits drinking concerns
57. Drinking interfered with success
64. Admits has drinking problem
129. Often heavy drinking
152. Drinking a severe problem

Drug Scale Posttest
12. Used drugs in last 30 days
18. Has felt guilty about drugs
53. Admits drug use and abuse *Additional Items: #58, 62, 133 and 156.
There are several levels of Pre-Post Inventory scale interpretation when focusing upon analogous scale comparisons. In these instances a test may be viewed as a self-report and attention may be focused upon pretest-posttest scale scores, interpreting analogous scale elevations and understanding scale interrelationships. Overlaying client change can be disconcerting unless attention is judiciously apportioned or divided between client "risk" (pretest) and client "change" (comparison report).

The Pre-Post Inventory Comparison Graph yields a panoramic view of all scale scores and their pre-post comparisons. When a scale's pretest score is higher than its posttest score positive improvement or change occurred. In contrast, when a scale's pretest score is lower than its posttest score negative change has occurred.

Anomalies & Outliers
No change or negative pre-post comparison scores could reflect non-treatment. When a patient's treatment plan does not include the problem or disorder represented by an omitted scale, it is likely that such problems/disorders will not be treated. It is recommended that the Pre-Post Inventory be administered as part of treatment intake screening.

COMMENTS AND RECOMMENDATIONS: ________________________________

________________________________________

________________________________________

________________________________________

________________________________________

EVALUATOR'S SIGNATURE _________________________ DATE ____________

PRE-POST PRETEST RESPONSES
1 - 50 TFTFTTTFTT TFTFTTTFTT TFTTTTTFTF FTTFTFFFT FFTTFFFFFT
51 - 100 TFTFTTTFTT TFTFTTTFTT TFTTTTTFTF TFTTFFFFFT TFTTFFFFT11
101 - 149 1111221212 1413251411 1434323333 3314141441 4112332232
150 - 161 1423412411 4

PRE-POST POSTTEST RESPONSES
1 - 50 TFFTFTFTFT TFFTFTFTFF FFFFFFFFFF FFFFFFFFFF FFFFFFFFFF
51 - 100 FTTTTTTTT TTTTTTTTT FFFFFFFFFF FFFFFFFFFF FFFFFF23
101 - 149 2323232325 552323212 3432432434 2444444444 4444444444
150 - 161 4444444444 4

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LIFELINE PROFESSIONAL COUNSELING SERVICES

Client Survey Spanish - Please See Attachment
¿Cómo lo estamos haciendo?

En Lifeline estamos comprometidos a ofrecer un excelente cuidado de la Salud Mental y el Servicio de Atención al cliente para que usted y su familia. Su opinión es muy importante para nosotros! Gracias por elegir salvavidas!

NOMBRE DE TU TERAPEUTA _______________________

¿Sientes que tu terapeuta parecen estar bien preparadas para su visita de hoy?

☐ 1  ☐ 2  ☐ 3  ☐ 4  ☐ 5  
Decepcionante  Excepcional

¿Sientes que sus asuntos fueron dirigidos con seguridad?

☐ 1  ☐ 2  ☐ 3  ☐ 4  ☐ 5  
Decepcionante  Excepcional

¿Tu terapeuta mostró...

Cortesía?  ☐ Sí  ☐ No
Intensidad?  ☐ Sí  ☐ No
Compasión?  ☐ Sí  ☐ No

Do you feel your Therapist was focused on achieving the goals for your treatment?

☐ 1  ☐ 2  ☐ 3  ☐ 4  ☐ 5  
Decepcionante  Excepcional

Fue la persona que hizo la cita amable y cortesía en el teléfono?

☐ 1  ☐ 2  ☐ 3  ☐ 4  ☐ 5  
No fue amistoso  Excelente!!

El personal presentado gran servicio al cliente cuando llegó?

☐ 1  ☐ 2  ☐ 3  ☐ 4  ☐ 5  
Decepcionante  Excelente!!
Le recomendaría a sus amigos o miembros de la familia a LifeLine?
☐ Sí | ☐ No

Fue la información útil que usted recibió hoy durante la sesión?
☐ Sí | ☐ No

¿Por qué, o por qué no?
________________________________________

Sobre todo está satisfecho con su experiencia en LifeLine?
☐ 1  ☐ 2  ☐ 3  ☐ 4  ☐ 5

Insatisfecho Muy satisfecho
Si no están satisfechos, por favor explique por qué?
________________________________________

Para cualquier otro comentario adicional, nos encantaría escuchar de usted!
________________________________________

Chandler Office
335 N Alma School rd. #E
Scottsdale
5040 E Shea Blvd #164
Glendale
17215 N 72nd Dive # C-125
www.lifelinepcs.com
OUR MAIN NUMBER
480-641-1165
Client Survey English – Please See Attachment
How Are We Doing?

At Lifeline we are committed to providing excellent Mental Health Care and Customer Service for you and your family. Your feedback is very important to us! Thank you for choosing Lifeline!

NAME OF YOUR THERAPIST___________________________

Did you feel your Therapist seemed well prepared for your visit today?

- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5

Disappointing  Exceptional

Did you feel your concerns were addressed with confidences?

- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5

Disappointing  Exceptional

Did your Therapist show…?

- [ ] Yes | [ ] No
- [ ] Yes | [ ] No
- [ ] Yes | [ ] No

Courtesy?  Intensiveness?  Compassion?

Do you feel your therapist was focused on achieving the goals for your treatment?

- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5

Disappointing  Exceptional

As for front office, Was the person that made your appointment friendly and courtesy on the phone?

- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5

Not Friendly at all  Excellent!!

Did the staff at Lifeline presented great Customer Services when you checked in?

- [ ] 1
- [ ] 2
- [ ] 3
- [ ] 4
- [ ] 5

Disappointing  Excellent!!
Would you recommend your friends or family members to Lifeline?

☐ Yes | ☐ No

Was the information useful that you received today during your session?

☐ Yes | ☐ No

Why, or why not?

________________________________________

________________________________________

Over all how satisfied are you with your experiences at Lifeline?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Dissatisfied Very Satisfied

If Dissatisfied, please explain why?

________________________________________

________________________________________

For any other additional comments we would love to hear from you!

________________________________________

________________________________________
Staff Qualification Chart – Please See Attachment For Details

<p>| | | | | | | | |</p>
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<tr>
<td>Name</td>
<td>Language</td>
<td>Experience</td>
<td>Trauma</td>
<td>Somato</td>
<td>Neuropsych</td>
<td>Autism Spectrum</td>
<td>Addiction</td>
</tr>
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<td>-----------------------</td>
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<td>-----------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Alexander Anthony</td>
<td>English</td>
<td>2.5 years</td>
<td>N/A</td>
<td>N/A</td>
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<td>N/A</td>
</tr>
<tr>
<td>Andrea Shirley</td>
<td>English</td>
<td>1 year</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Andrea Paul</td>
<td>English</td>
<td>6 months</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Andrew Peterson</td>
<td>English</td>
<td>1 year</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Brian Spencer</td>
<td>English</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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</tr>
<tr>
<td>Casey Carson</td>
<td>Spanish</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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<tr>
<td>Courtney Evans</td>
<td>English</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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</tr>
<tr>
<td>Diana Rosen</td>
<td>English</td>
<td>1 year</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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</tr>
<tr>
<td>Francisco Martinez</td>
<td>English</td>
<td>1 year</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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</tr>
<tr>
<td>James Thomas</td>
<td>English</td>
<td>1 year</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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</tr>
<tr>
<td>Jennifer Lane</td>
<td>English</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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</tr>
<tr>
<td>Kathleen Johnson</td>
<td>English</td>
<td>2 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Katie Johnson</td>
<td>English</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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</tr>
<tr>
<td>Matthew Smith</td>
<td>English</td>
<td>2 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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<td>Trained</td>
</tr>
<tr>
<td>Matthew Johnson</td>
<td>English</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Mattie Brown</td>
<td>English</td>
<td>3 months</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Paul Gipson-Adams</td>
<td>English</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Sarah Foster</td>
<td>English</td>
<td>1.5 years</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
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<tr>
<td>Theresa Members</td>
<td>English</td>
<td>3 years</td>
<td>Trained</td>
<td>Trained</td>
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<tr>
<td>Wanda Hinoz-Dugan</td>
<td>English</td>
<td>1 year</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
<td>Trained</td>
</tr>
<tr>
<td>Yasmin Ileris</td>
<td>English</td>
<td>6 months</td>
<td>Trained</td>
<td>Trained</td>
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</tbody>
</table>
Subject
AWARD OF RFP 19-11 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH APPLIED BEHAVIORAL INTERVENTIONS, PLLC FOR CRIME VICTIM TRAUMA COUNSELING SERVICES FOR THE GLENDALE POLICE DEPARTMENT GLENDALE FAMILY ADVOCACY CENTER
Presented by: Rick St. John, Police Chief

Purpose and Recommended Action
This is a request for City Council to award RFP 19-11 and authorize the City Manager to enter into an Agreement with Applied Behavioral Interventions, PLLC for crime victim trauma counseling services for the Glendale Police Department Glendale Family Advocacy Center (GFAC); and further authorize the City Manager to renew the Agreement at his discretion for an additional four years, in one-year increments, in an amount not to exceed $500,000 over the life of the Agreement. The initial term of the Agreement is for one year.

Background
The GFAC serves as a safe haven for victims. Designed to assist victims of violence, child abuse, and sexual related crimes, the GFAC is able to coordinate emergency shelter, provide victim advocacy services, and offers support and referral services for crime victims and their family members. The GFAC has remained a west valley leader with respect to professional excellence. While victims are able to receive quality assistance from experienced staff, detectives with specialized training operate within the facility investigating cases. Grant funding through the Victims of Crime Act (VOCA) has been accepted by the Glendale Police Department for over ten years, which assists with crime victim services provided through the GFAC. Recent additional funding received in February 2018 through Subgrant Award Agreement No. 2018-216 has allowed for greater trauma counseling options and therapy methods to assist with victim healing, and provide for enhancements in victim safety and advocacy.

The Agreement with Applied Behavioral Interventions, PLLC will be used for crime victim trauma counseling services on an “as needed” basis for the GFAC. The City does not have the specialized qualifications to oversee a clinical counseling program and it was determined the best practice would be to contract those services with an independent contractor, group and/or agency counseling provider. A Request for Proposal (RFP 19-11) for Crime Victim Trauma Counseling Services was advertised in August 2018. Three proposals were received. An evaluation panel reviewed the proposals and it was determined all three proposals met the criteria and conditions set forth within the scope of the RFP. The GFAC felt that with their specific needs for counseling location variety, timeliness of appointments (getting in within 48 hours), and diverse counseling specialties, it would be most beneficial to utilize several
counseling providers to provide the most options. The Agreement with Applied Behavioral Interventions, PLLC is one of three that will be presented to Council under the award of RFP 19-11 and request for authorization to enter into an agreement.

**Analysis**

If approved by Council, this agreement will allow the GFAC to assist victims with obtaining counseling services through qualified agencies with staff who specialize in working with children, adults, and families who have experienced a trauma such as domestic violence, child neglect and abuse, sexual violence, and other crime. By contracting these services with an independent group, and/or agency counseling provider, the necessary intake, assessment, and treatment may be obtained by crime victims in need, with all services in compliance with federal and state laws, as well as professional ethical standards and behavioral health licensure regulations.

Staff is requesting Council award RFP 19-11 and authorize the City Manager to enter into an Agreement with Applied Behavioral Interventions, PLLC for crime victim trauma counseling services for the Glendale Police Department GFAC; and to authorize the City Manager to renew the Agreement at his discretion for an additional four years, in one-year increments, in an amount not to exceed $500,000 for the entire term of the Agreement.

**Previous Related Council Action**

On February 13, 2018, City Council adopted a resolution authorizing the Chief of Police to enter into a Subgrant Award Agreement with the Arizona Department of Public Safety and accept the VOCA victim assistance grant program award funds in the approximate amount of $873,161 on behalf of the City of Glendale Police Department for the Crime Victim Services Project.

**Community Benefit/Public Involvement**

The Glendale Police Department GFAC provides direct services to Glendale residents and their families who have become victims of crime. This agreement will assist with the continuing efforts of the GFAC.

**Fiscal Impact**

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<tr>
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**Budget and Financial Impacts:**

Funds for counseling services will be paid utilizing the VOCA grant funding. The City of Glendale has been accepting this funding for over 10 years. The Department of Justice, Crime Victims Fund, was established by the Federal VOCA of 1984 and serves as a major funding source for victim services throughout the country. Awarded funds are used to promote efforts that respond to the emotional, psychological or physical needs of crime victims; assist victims to stabilize their lives after victimization; assist victims to understand and participate in the criminal justice system; and/or restore a measure of security and safety for the victim.
There are two years remaining in the current VOCA grant award. The cost for counseling services is estimated at approximately $100,000 per year, with funds available in the FY 2018-19 and 2019-20 Police Department budget in the grant account listed above. At the end of the current grant, another three-year grant will be solicited. Though continued VOCA grant award funds are anticipated to cover the entire five-year term of this agreement, if extensions to the agreement are elected and the grant award is not received, counseling services will be eliminated or the funding will be requested in those future budgets presented to Council and will be contingent upon approval.

**Attachments**

Agreement - Applied Behavioral Interventions
 AGREEMENT FOR 
CRIME VICTIM TRAUMA COUNSELING SERVICES 
City of Glendale Solicitation No. RFP 19-11 

This Agreement for Crime Victim Trauma Counseling Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Applied Behavioral Interventions, PLLC, an Arizona professional limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of ____________, 2019.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Solicitation No. RFP 19-11 (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.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
3.4 Coordination; Interaction.
   a. For projects that the City believes require 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 $500,000 over the entire term of the Agreement, 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 Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

   b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

   a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

   b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

   a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

   b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

   c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability insurance limit of **$2,000,000** for each claim and a **$4,000,000** annual aggregate limit.

   d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

   a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant’s negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

   b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

   c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant’s existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the Consultant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements prior to the City’s agreement that work may commence shall not waive the Consultant’s obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant’s failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor’s breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other
party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City’s random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

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 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.

12.2 **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:

   Applied Behavioral Interventions, PLLC  
   c/o Victor Okorie, Administrator  
   PO Box 72657  
   Phoenix, AZ  85050  
   Tel: 602-441-2388  
   Email: Vokorie@appliedinterventions.com

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 Melissa Thomas  
   Glendale Family Advocacy Center  
   6830 N 57th Drive  
   Glendale, Arizona 85301  
   623-930-3724
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.

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. 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.

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. Electronic signature blocks do not constitute execution.

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 deemed 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. Term. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) 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 thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. 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

(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: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Applied Behavioral Interventions, PLLC,
an Arizona professional limited liability company

By: Victor Okorie
Its: Administrator
EXHIBIT A

CRIME VICTIM TRAUMA COUNSELING SERVICES

PROJECT

Applied Behavioral Interventions, PLLC (the Contractor) shall provide crime victim trauma counseling services for the Glendale Family Advocacy Center on an “as needed” basis in accordance with RFP 19-11 scope of work.

The Contractor or all individuals providing Trauma Counseling Services to Glendale Crime Victims must:

- Have a MASTERS degree (or higher) in Counseling, Psychology, Sociology, or Social Work
- Currently licensed with the Arizona Board of Behavioral Health
- Have specialized experience working with children, adult, and families experiencing trauma
- Clinicians must maintain appropriate clinical supervision as dictated by their professional licenses

The Contractor or individual must show proof of the following documentation:

- Individual or agency malpractice insurance
- Copy of the treating clinicians license through the Arizona Board of Behavioral Health
- Copy of any specialized certificates in trauma specific modalities or advanced training

The Contractor or individual must be willing to:

- Prioritize referrals for victims of crime, with a target goal of having them seen by a clinician within 7 business days of referral
- Collect federal statistical data (demographic) on all referred clients
- Provide a monthly report documenting the amount of counseling services provided and a report on overall progress of the client
- Agree to reimbursement in the amount of $81.25/clinical hour for individual (1:1) counseling services
- Provide a monthly billing statement for reimbursement of services provided
- Clinician and/or agency representative must agree to meet on a quarterly basis for quality assurance review
EXHIBIT B
CRIME VICTIM TRAUMA COUNSELING SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Payment shall be as per Section 5 of the Agreement and the attached Contractor’s response to RFP 19-11.

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 $500,000.

DETAILED PROJECT COMPENSATION
See attached Contractor’s response to RFP 19-11.
SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Offerors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

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<thead>
<tr>
<th>Checklist For Submitting Proposal</th>
<th>Complete (✓)</th>
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<tbody>
<tr>
<td><strong>Submission Requirements</strong></td>
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<tr>
<td>COVER SHEET (Response Workbook)</td>
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<tr>
<td>Offeror Name</td>
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<tr>
<td>Offeror Address</td>
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<tr>
<td>COMPLETED OFFER SHEET (Response Workbook)</td>
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<tr>
<td>COMPLETED REQUIRED RESPONSES (Response Workbook)</td>
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<tr>
<td>Firm’s Qualifications and Experience</td>
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<td>Method of Approach</td>
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<td>Addendum Responses (if applicable)</td>
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<tr>
<td>COMPLETED PRICE SHEET</td>
<td>✓</td>
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<td><strong>Return Of Offer</strong></td>
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<tr>
<td>Four (4) hard copies of all “SUBMISSION REQUIREMENTS” listed above.</td>
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<td><strong>Electronic file:</strong></td>
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<tr>
<td>• Must be submitted on a flash drive</td>
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<tr>
<td>• Must contain only one electronic file that includes all proposal elements</td>
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<td>Hard Copies and Electronic file are submitted in a sealed package that is clearly labeled with the following:</td>
<td>✓</td>
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<td>• Solicitation number</td>
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<td>• Solicitation title</td>
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<tr>
<td>• Offeror Name/Address</td>
<td></td>
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</tbody>
</table>
Offerors to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

**OFFEROR NAME:**  **APPLIED BEHAVIORAL INTERVENTIONS, PLLC**

**OFFEROR ADDRESS:**  **10000 N 31ST AVENUE SUITE A107, PHOENIX, ARIZONA 85051**
OFFER SHEET
(Must be printed, signed and returned)
Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature 9/10/2018
Victor Okorie  Applied Behavioral Interventions, PLLC
Printed Name (Authorized Signatory) Legal Company Name
Administrator Offeror Certifies it is a (check only one):
Job Title □ Proprietorship □ Partnership ☑ Corporation
VOkorie@appliedinterventions.com P. O. Box 72657
Email Address Mailing Address
(602) 441-2388 Phoenix, Arizona 85050
Phone Number City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Victor Okorie ☑ Contact Name (602) 441-2388 VOKorie@appliedinterventions.com
(602) 441-2388 Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 46-4205529

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: ☑ Yes ☐ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?
☐ Yes, Number_____ Tax Rate:_____ OR ☑ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):
☐ No, I do not have a conflict of interest
☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:
By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

☑ Exhibit 1—Special Notices ☑ Exhibit 2—RFP Standard Terms and Conditions
☑ Exhibit 3—Insurance Requirements ☑ Exhibit 4—Template Agreement ☑ Pricing Workbook
REQUIRED RESPONSES

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. **Firm's Qualifications and Experience.** The following information should be included:
   A. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
      1. Include a brief history of your company, mission statement and how many years you have been providing these services. Provide a list of primary services your company currently provides to crime victims to address their needs. Identify the city or county covered in your service. Identify the primary population currently served (i.e. average age range, cultural or racial make-up, etc.). List the major funding sources that currently support your program.
   2. List your key personnel assigned to this contract and their qualifications and experience.
   3. Describe your company's capacity to deliver high quality crime victim services and why your company should receive funding.
   4. Identify your major collaborative partners (e.g. criminal justice system other crime victim agencies, community programs serving traditionally underserved populations, hospitals, housing agencies, public housing authority, social services, schools, etc.) and describe your collaborative efforts to improve services to crime victims.
   5. References - A minimum of three references, including information about the services provided in relation to those described in this RFP, preferably from other public entities within the State of Arizona for whom you have provided similar services. Include the name of entity, contact person’s name, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

1. Include a brief history of your company, mission statement and how many years you have been providing these services. Provide a list of primary services your company currently provides to crime victims to address their needs. Identify the city or county covered in your service. Identify the primary population currently served (i.e. average age range, cultural or racial make-up, etc.). List the major funding sources that currently support your program.

Response

Applied Behavioral Interventions (ABI) is a reputable entity, founded and incorporated in 2013, and fully licensed as an outpatient behavioral health treatment center by Arizona Department of Health Services, Bureau of Medical Facilities Licensing (find accompanying ADHS issued license). Our mission is to be recognized as a well trusted, highly visible, comprehensive social services company dedicated to providing quality services in an effort to ensuring the security, safety and overall welfare of children and families, and the community in general.
We are a comprehensive behavioral health services company staffed by licensed and unlicensed professionals with extensive knowledge of victimization, victim services, and a commitment to victim-centered services, and experiences in counseling and social services ranging from 2 years to 35 years. Our clinicians are dedicated to promoting quality of life of our clients through identifying strengths and building new foundations. Treatment emphasis is placed on skills training and relationship development, and individualized and family-centered interventions.

Our professional services are provided in the Maricopa County primarily in the Metropolitan areas of Phoenix, Glendale, Peoria, Tempe, El Mirage, Litchfield, Goodyear. Services are provided in both English and Spanish languages to clients ranging from age 5 to 99 of diverse population of varying racial and socio-economic backgrounds and age ranging from 5 to 99. Linguistic accommodations for other languages are also provided.

We provide a full range of clinical services namely counseling, consultation, case management, coordination and consultation, social support services, psychological and psychiatric services to clients of varying presentation and psychopathology including crime victims to address mental illnesses, substance abuse problems, domestic violence, emotional disorders, psychosocial stressors, coping skills, parenting education and parenting skills training, life skills training, anger management, social/emotional skills, anxiety/fears, trauma, abuse issues, depression, mood instability, motivation, etc.

Our funding sources consist of our contractual provider relationship with the following entities:

a) State of Arizona Department of Child Safety (ADCS)  
g) Cigna  
b) Coconino County Superior Court  
h) Aetna  
c) United HealthCare/Optum Behavioral Health (UBH)  
i) Cenpatico Integrated Care  
d) Blue Cross Blue Shields (BCBS)  
j) Arizona Health Care Cost Containment Service (AHCCCS)  
e) State of Arizona Department of Economic Security (ADES/RSA)  
k) Beacon Health (Formerly Value Options)  
f) Healthnet/Managed Health Network (MHN)  
l) Magellan Health  
m) Compsych  
n) Care 1st of Arizona  
o) Arizona Complete Health

2. List your key personnel assigned to this contract and their qualifications and experience.

RESPONSE

The company's key personnel designated for this contract are as follow:

Name: Victor Okorie  
Position: Therapist/Director of Clinical services  
Duties: Assessment, counseling and consultation, general program operations, policies and procedures development and implementation, personnel, quality assurance and contract
compliance

Background: Doctoral training in clinical psychology, EMDR and DBT trained, and a professional counseling license (LPC) by Arizona Board of Behavioral Health Examiners. EMDR certified and DBT trained. Extensive experience in trauma-specific interventions and counseling and behavioral health services delivery system in various capacities including direct care, supervisory, managerial, and directorial positions. Competency in cognitive-behavioral therapy interventions.

Name: Monica Torres
Position: Therapist/Program Supervisor
Duties: Assessment, counseling and consultation, day to day program management of agency community-based (in-home) services including administrative and clinical supervision of program staff

Background: Master of Arts in Counseling and Arizona Board of Behavioral Health Licensed Counselor. 12 years in human/social and behavioral health services. Competency in domestic violence treatment, substance abuse and dialectical behavioral therapy (DBT) treatment.

3. Describe your company’s capacity to deliver high quality crime victim services and why your company should receive funding.

RESPONSE

Applied Behavioral Interventions is a trusted, highly visible, comprehensive behavioral health services company that continually strives to enhance the overall well-being of families and the community in general. We are licensed, in good standing, by the State of Arizona department of Health Services. We currently in the process of receiving a national accreditation through the Council on Accreditation. The value of accreditation signifies that our services meet best practice standards, are delivered by appropriately trained staff, support positive outcomes and are culturally competent. Our clinicians who are extensively trained and certified in crime victims and trauma treatment and advocacy with an average trauma interventions experience of 12 years, are dedicated to promoting quality of life of our clients through identifying strengths and building new foundations. Emphasis is placed on skills development, individualized and family-centered interventions.

Our services are specifically provided with adherence to the following company Values, Core Behaviors and Guiding Principles. These values define our culture and are demonstrated through actions and activities:

Our Values and Core Behaviors

a) Safety: Safety is our highest priority.
b) Individualized Service: we are committed to providing individualized attention to clients characterized by respect, compassion, and a genuine desire to be helpful.
c) Diversity: We respect families for their diverse culture, ethnicity, and religious beliefs. We embrace diversity and inclusiveness, and seek to provide a safe, welcoming, and affirming environment for all. We therefore commit ourselves to an ongoing learning process, celebration of our differences, and a willingness to challenge ourselves and others in the pursuit of social justice.
d) Excellence: We endeavor to provide high quality services. We adhere to the highest professional and ethical standards, engage in ongoing professional development, strive to remain current with new developments.
e) Dignity: We believe in the inherent worth of every individual we serve.
f) Integrity: We believe that our personal and professional integrity is the basis of public trust.
g) Choice: We encourage the freedom to make choices.
h) Empowerment: We encourage personal decision-making.
i) Personal Growth: We believe in every individual’s ability to continuously develop and achieve. Providing information and teaching skills empowers families to become self-sufficient.
j) Relationships: We strive to build upon natural supports, developing each individual’s connectedness to the community.
k) Innovations: We embrace an environment that encourages and rewards creativity and promotes leadership.
l) Responsiveness: In order to provide appropriate services, we respond to changing needs of our clients by being proactive, timely, and flexible;
m) Continual Learner: We encourage and promote continuous learning to improve staff knowledge and overall performance.

Our Guiding Principles

In addition to our values system and core behaviors as described above which distinguishes us from other agencies, we incorporate the following principles in ensuring quality services and client safety:

a. Client Focus: We are committed to meeting and exceeding the expectations of clients served and engaging them and their families in their care and services provided;
b. Leadership: Our quality and client safety commitment is established and demonstrated by the executive management staff.
c. Teamwork: We actively encourage and involve everyone in the organization to communicate and work together to meet the needs of our clients.

d. Continuous Improvement: We acknowledge that our outcomes are a result of our processes and that improving outcomes require improving processes.
e. Evidence-based decision-making: We provide services using evidenced-based and evidenced-informed approaches. We rely on data from internal sources as well as credible research done elsewhere as the basis for our decisions.
f. Culture of Safety: Quality and client safety is a core responsibility for all staff. We promote a culture of safety which encourages, instills, and inspires accountability and responsibility.
g. Learning: We encourage organizational learning and support sharing knowledge within the company and other organizations to improve quality and client safety.

The following Guiding Principles are specific to our treatment approach with victims of domestic violence which will help guide a safe and effective outcome:

1. Regard the safety of the victim and their family as a priority;
2. Respect the autonomy and right to self-determination of victims and their ability to make choices;
3. Refrains from behaviors that communicate victim blame, suspicion regarding victim accounts of the crime, condemnation for past behavior, or other judgmental, anti-victim sentiments. Essentially, maintaining an attitude that does not threaten, blame, or make judgments about the victim, the abuser, or the choices that have been made;
4. Hold perpetrators of abuse responsible for the abuse and responsible for ending the abuse;
5. Believe the victim and be willing to listen;
6. Provide choices - empower the victim to take control of their life;
7. Preserves the confidentiality of information provided by the person served or acquired from other sources before, during, and after the course of the professional relationship.
8. Always discuss the topic of domestic violence with a client in private. Never discuss domestic violence in the presence of children or anyone who might be her abuser.

4. Identify your major collaborative partners (e.g. criminal justice system other crime victim agencies, community programs serving traditionally underserved populations, hospitals, housing agencies, public housing authority, social services, schools, etc.) and describe your collaborative efforts to improve services to crime victims.

RESPONSE

As previously noted, we strive to enhance the overall wellbeing of families and the community in general by promoting quality of life through family-centered services that enhance awareness of the consequences and prevention of domestic violence among others. Some of our past and current efforts in partnerships and collaborative initiatives are:

1. Helping develop victim-centric policies and procedures for probation and parole agencies;
2. Promoting awareness about available victim services in the community and facilitating the referral process;
3. Generating awareness among both victims and the public about victims' specific rights in a jurisdiction, including their rights after offenders are sentenced;
4. Educating the public about crime victim assistance and probation and parole services; and
5. Providing training and cross-training among providers of community corrections and victim services about issues of mutual concern.

The following are our collaborative partners and/or entities with which we have a contractual relationship to provide domestic violence treatment, counseling and/or related services:

1. Arizona Department of Child Safety
2. Arizona Department of Economic Security
3. Maricopa County Department of Public Health
4. Maricopa County Adult Probation
5. Coconino County Superior Court

Other informal and non-contractual organizations include:

1. Local schools, colleges and universities;
2. Local hospitals;
3. Faith communities;
4. Youth and women organizations;
5. Veterans organizations;

Our strategies and efforts to collaboratively continue to improve services to crime victims include:

1. Advocacy and community outreach services based on our family-friendly values and beliefs with respect to cultural, linguistic, ethnic, racial, and religious diversity;
2. Maintaining cooperative working relationships with and/or between other service providers.
3. Establishing and maintaining a referral procedure in cooperation with other community agencies.
4. Collaborate to develop new ways of integrating and delivering victim-centered services.
5. Conducting primary prevention activities in the community and educating the community on crime victimization issues and promoting awareness of available services and prevention efforts.
6. Participating in task forces, committees, and work groups to increase effectiveness in a victim-centered response.
7. Strategizing together to leverage existing/available resources.
8. Develop and maintain ongoing relationships with culturally specific programs and resources to ensure access for victims.
10. Utilizing effective policies and protocols to connect the work between system partners and victim service programs on behalf of victims, ensuring clear definition of roles and responsibilities for all partners.

5. References — A minimum of three references, including information about the services provided in relation to those described in this RFP, preferably from other public entities within the State of Arizona for whom you have provided similar services. Include the name of entity, contact person’s name, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

RESPONSE

1. Contact: Zulema Richard
   Phone: (602)542-6867
   Entity: Rehabilitation Services Administration
   Address: 1789 W. Jefferson St. 2FL NW Mail Drop 5112
   Phoenix, AZ 85007
   Services: Counseling and consulting services
   Dates: 2016 to present

2. Contact: Terry Knox
   Phone: (602) 619-2921
   Entity: Maricopa County Adult Probation
   Address: 1789 W. Jefferson St. 2FL NW Mail Drop 5112
   Phoenix, AZ 85007
   Services: Domestic Violence Education and Treatment
   Dates: 2017 to present

3. Contact: Kyle Bogdon
   Phone: (602) 542-0930
   Entity: State of Arizona Department of Economic Security
   Address: PO Box 6123, Mall Drop 2HC3, Phoenix, AZ 85005
   Services: Psychological evaluations, comprehensive assessment
   Date: 2016 to present
2. **Method of Approach.** Clearly define your method of approach including, but not limited to, the following:
   A. Method of Approach - Describe your proposed method of performing the required services.
   B. Describe your equipment, vehicles, supplies and number of staff you will use to perform services under this contract.
   C. Describe your evaluation procedures you use to gather feedback from crime victims and those you serve.
   D. Describe your administrative support that will be assigned to this contract.
   E. Describe your method of billing or invoicing.

A. **Method of Approach - Describe your proposed method of performing the required services.**

A counselor’s approach might be different with each client involved in domestic violence and services are tailored to a client’s experiences and symptoms. However, the agency follows a general procedure with all referrals.

Upon receipt of a referral the client is contacted and scheduled for an shall provide assessment and psychological intakes. During the initial intake session, the following steps are completed:

1. Client will be provided a copy of their statutory rights in a format and language that is easily understood, a document that describes the organization’s commitment to victim-centered services (e.g. code of ethics, advocacy rights, accessibility, etc.).
2. A comprehensive assessment is completed that includes an assessment of immediate needs for safety and security and the Development of a safety plan, presenting concerns/issues, and other biopsychosocial history of the client.
3. The client will be informed and provided with available resources including crisis support;
4. A treatment plan is completed with the client and signed by all parties- counselor and client. The treatment outlines treatment goals and objectives including frequency of sessions, client’s responsibilities etc. The agency’s policy requires all treatment plan to be Specific, Measurable, Achievable, Relevant and Time-bound/limited (S.M.A.R.T).
5. On-going counseling sessions are scheduled consistent with the agreed upon treatment plan.

In addition to these ongoing counseling sessions, the client may be encouraged to participate in our support group which is based on guidelines that promote healthy interaction and ongoing healing by providing psychoeducation and teaching clients what a healthy relationship looks like.

It is the policy and procedures of our agency to adopt an eclectic approach with respect to the use of evidenced-based interventions/curricula. We utilize multiple evidenced-based strategies and curricula based on individual unique needs and challenges to address the presenting concerns/issues.

Our Trauma Specific Treatment incorporates the use of approaches such as ATRIUM, EMDR, DBT, Seeking Safety that have been proven to facilitate recovery from trauma, and directly address the impact of trauma on an individual’s life and facilitate trauma recovery. Patients who participated in our Trauma-Specific Treatment program showed a significant reduction in symptoms - incidence of violence, depression, anxiety, suicide attempts and suicidal behaviors, substance abuse, and eating disorders and consequently a decline in hospital admission and readmission rates over a period of 12 months.
The following are a description of approaches we incorporate in our treatment of crime victims:

1. **Addictions and Trauma Recovery Integration Model (ATRIUM):** This is a 12-session recovery model designed to serve survivors of sexual and physical abuse, those with substance abuse and other addictive behaviors, those who are actively engaged in harmful relationships, who self-injure, have serious psychiatric diagnoses, and for those who enact violence and abuse against others.

2. **Eye Movement Desensitization and Reprocessing (EMDR):** This is a comprehensive, integrative psychotherapy approach that addresses the experiential contributors of a wide range of pathologies.

3. **Dialectical Behavior Therapy (DBT):** This is an empirically supported treatment designed to help people manage overwhelming feelings and self-defeating behaviors which may create major challenges in life such as angry outbursts, violence, depression, immobility and avoidance by suicide attempts, substance abuse, and eating disorders. The emphasis is on building and enhancing skills to regulate emotions, deal with the distressing situations, and improve relationships.

4. **Seeking Safety:** The Seeking Safety model, is a manualized, 25-topic, flexible integrated treatment that offers coping skills to help clients attain greater safety in their lives. It is present focused and designed to be inspiring and hopeful. Originally designed to address PTSD and substance abuse, it since has been implemented with diverse traumatized clients who may not necessarily meet criteria for these disorders.

5. **The use of “Healing the Trauma of Abuse: A Woman's Workbook”** This is an important self-help book that describes a weekly lesson process that women can use to relieve the effects of trauma in their lives, either when working in a group, with a counselor, or when, as many women must do, working on their own. It rebuilds self-esteem and gives back the personal power, trust and sense of connection that are taken away by a traumatic experience.

6. **Domestic Violence Group Intervention:** This ten-session manualized group intervention helps women who have experienced domestic violence to break the cycle of abuse. Intervention is written as a leader's manual, with a rationale, goals, questions to prompt discussion, and experiential exercises for each topic. Topics include: the relational context of domestic violence; the cycle of violence; power and control; multi-generational violence; the impact of domestic violence on children; anger; assertiveness; communication skills; and stopping the cycle.
B. Describe your equipment, vehicles, supplies and number of staff you will use to perform services under this contract.

RESPONSE

The company will assign 5 experienced clinicians to perform services under this contract. The equipment used in the delivery of services include the various evidence-based client workbook and

C. Describe your evaluation procedures you use to gather feedback from crime victims and those you serve.

RESPONSE

Our evaluation procedure involves the use of “Client Satisfaction Survey”, Outcome Questionnaire (OQ-45.2) and/or Brief Symptom Inventory (BSI) to gather a client’s feedback on:

1. level of satisfaction with services
2. sense of how well services are reaching their intended outcomes
3. quick ideas and suggestions about how services could be improved

For individual client’s treatment progress, we use Outcome Questionnaire (OQ-45.2) which is sensitive to short-term changes, making it a good instrument for evaluating client progress at any point during treatment. It provides our clinician with a “snapshot” of the client’s current functioning, assessing personal and socially relevant characteristics that contribute to the client’s quality of life. This instrument also contains risk assessment items for potential suicide, substance abuse and workplace violence.

The Brief Symptom Inventory (BSI) may also be used to evaluate clients’ progress in treatment. This instrument is used to identify self-reported clinically relevant psychological symptoms in adolescents and adults. The BSI covers nine symptom dimensions: Somatization, Obsession-Compulsion, Interpersonal Sensitivity, Depression, Anxiety, Hostility, Phobic anxiety, Paranoid ideation and Psychoticism; and three global indices of distress: Global Severity Index, Positive Symptom Distress Index, and Positive Symptom Total.

A customer service survey will also be used to gather feedback from clients regarding our crime victims’ services. Feedback obtained are incorporated into program policies and procedures to improve program outcomes.

D. Describe your administrative support that will be assigned to this contract.

RESPONSE

Kay Wright, Program Supervisor; Roxanne Rodriguez, Administrative Office Manager; and Jessica Lopez, Program Assistant will be assigned to the contract to provide administrative and operational support services to ensure quality assurance and contractual compliance and effective delivery of services.
E. Describe your method of billing or invoicing.

**RESPONSE**

Billing and invoicing will be processed and submitted on a monthly basis with contents consistent with this solicitation to include the following:

1. Invoice number
2. Invoice date
3. Date service(s) performed
4. Name of City staff member placing request
5. Itemized list of services rendered

**Price Sheet.** Offeror shall submit the Pricing Workbook. Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract.

All prices quoted shall be firm and fixed for the specified contract period.

See attached “RFP19-11PricingWorkbook”

**PRICE SHEET**

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<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>Crime Victim Trauma Counseling Services as per Scope of Work</td>
<td>Per Hour</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

If pricing is not provided it is interpreted as a no-bid

**ADDENDUM RESPONSES AND ACKNOWLEDGEMENT**

Attach addendum response(s) and acknowledgement(s) here.

Not Applicable

**CONFLICT OF INTEREST STATEMENT**

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

Not Applicable
3. PRICING WORKBOOK

The Offeror must complete all requested pricing below. Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract.

PRICE SHEET

3.1 PRICE FOR CRIME VICTIM TRAUMA COUNSELING SERVICES

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<tr>
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</table>

IF PRICING IS NOT PROVIDED IT IS INTERPRETED AS A NO-BID

DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply:  YES ☒  NO

If your answer is NO, please state terms offered: __________%

PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the Unit Price Per Hour in Price Sheet Section 3.1.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Applied Behavioral Interventions, PLLC
Applied Behavioral Interventions, PLLC
10000 North 31st Avenue Suite A107
Phoenix, AZ 85051

This facility is licensed to operate as a(n) Outpatient Treatment Center

From: January 4, 2018

Issued: January 9, 2018

License: OTC8654
Change of Location / Change of Classification

To: December 31, 2018

Recommended By: William Alcock, Bureau Chief

Issued By: Colby Bower, Assistant Director

HEALTH AND WELLNESS FOR ALL ARIZONANS
PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE
Victor Okorie

attended in its entirety, the following EMDR Institute live In-person continuing education activity.

Weekend 2 of the EMDR Basic Training
Presented by: Gerald Puk, PhD
April 27-29, 2018
Phoenix, AZ

20 Contact Hours

Sponsored by
EMDR Institute

Francine Shapiro, PhD
This is to verify that Victor Okorie
Licensed as _______________________
attended in its entirety, the following continuing education activity.

Weekend 1 of the EMDR Basic Training

Presented by: Gerald Puk, PhD

January 27-29, 2018

Phoenix, AZ

20 CE Hours/Credits

Sponsored by
EMDR Institute

Francine Shapiro, PhD

APA: EMDR Institute, Inc., is approved by the American Psychological Association to offer continuing education for psychologists. EMDR Institute, Inc., maintains responsibility for this program and its contents.

BBS: APA is approved for ce credit for CA LPC, LMFT, LCSW.

RN: EMDR Institute, Inc is a provider approved by the California Board of Registered Nursing, Provider #9755.

NBCC: EMDR Institute, Inc. has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 5558. Programs that do not qualify for NBCC credit are clearly identified. EMDR Institute, Inc. is solely responsible for all aspects of the program.

ASWB: EMDR Institute, provider #1206, is an approved provider for SW continuing education by the Association of SW Boards (www.aswb.org), through the Approved Continuing Education (ACE) program. EMDR Institute maintains responsibility for the program. ASWB Approval Period: 8/10/17-8/10/20. Social workers should contact their regulatory board to determine course approval for ce credits. Social workers participating in this course will receive 20 clinical social work ce clock hours.

Florida CSWs, MFTs and MHcs: The Board of Clinical Social Work, Marriage and Family Therapy and Mental Health Counseling recognizes EMDR Institute as a provider of continuing education. Provider Number 50-591.
Certificate of Training

VICTOR O OKORIE

has successfully completed a

Dialectical Behavior Therapy (DBT) Certificate Course

2-Day Intensive Training

May 17 & 18, 2018

PESI, Inc.

Jean Eich, Psy.D, LP
Subject
AWARD OF RFP 19-11 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DAWN INSTITUTE, LLC FOR CRIME VICTIM TRAUMA COUNSELING SERVICES FOR THE GLENDALE POLICE DEPARTMENT GLENDALE FAMILY ADVOCACY CENTER
Presented by: Rick St. John, Police Chief

Purpose and Recommended Action
This is a request for City Council to award RFP 19-11 and authorize the City Manager to enter into an Agreement with Dawn Institute, LLC for crime victim trauma counseling services for the Glendale Police Department Glendale Family Advocacy Center (GFAC); and further authorize the City Manager to renew the Agreement at his discretion for an additional four years, in one-year increments, in an amount not to exceed $500,000 over the life of the Agreement. The initial term of the Agreement is for one year.

Background
The GFAC serves as a safe haven for victims. Designed to assist victims of violence, child abuse, and sexual related crimes, the GFAC is able to coordinate emergency shelter, provide victim advocacy services, and offers support and referral services for crime victims and their family members. The GFAC has remained a west valley leader with respect to professional excellence. While victims are able to receive quality assistance from experienced staff, detectives with specialized training operate within the facility investigating cases. Grant funding through the Victims of Crime Act (VOCA) has been accepted by the Glendale Police Department for over ten years, which assists with crime victim services provided through the GFAC. Recent additional funding received in February 2018 through Subgrant Award Agreement No. 2018-216 has allowed for greater trauma counseling options and therapy methods to assist with victim healing, and provide for enhancements in victim safety and advocacy.

The Agreement with Dawn Institute, LLC will be used for crime victim trauma counseling services on an "as needed" basis for the GFAC. The City does not have the specialized qualifications to oversee a clinical counseling program and it was determined the best practice would be to contract those services with an independent contractor, group and/or agency counseling provider. A Request for Proposal (RFP 19-11) for Crime Victim Trauma Counseling Services was advertised in August 2018. Three proposals were received. An evaluation panel reviewed the proposals and it was determined all three proposals met the criteria and conditions set forth within the scope of the RFP. The GFAC felt that with their specific needs for counseling location variety, timeliness of appointments (getting in within 48 hours), and diverse counseling specialties, it would be most beneficial to utilize several counseling providers to provide the most options. The Agreement with Dawn Institute, LLC is one of three that will be
presented to Council under the award of RFP 19-11 and request for authorization to enter into an agreement.

**Analysis**
If approved by Council, this agreement will allow the GFAC to assist victims with obtaining counseling services through qualified agencies with staff who specialize in working with children, adults, and families who have experienced a trauma such as domestic violence, child neglect and abuse, sexual violence, and other crime. By contracting these services with an independent group, and/or agency counseling provider, the necessary intake, assessment, and treatment may be obtained by crime victims in need, with all services in compliance with federal and state laws, as well as professional ethical standards and behavioral health licensure regulations.

Staff is requesting Council award RFP 19-11 and authorize the City Manager to enter into an Agreement with Dawn Institute, LLC for crime victim trauma counseling services for the Glendale Police Department GFAC; and to authorize the City Manager to renew the Agreement at his discretion for an additional four years, in one-year increments, in an amount not to exceed $500,000 for the entire term of the Agreement.

**Previous Related Council Action**
On February 13, 2018, City Council adopted a resolution authorizing the Chief of Police to enter into a Subgrant Award Agreement with the Arizona Department of Public Safety and accept the VOCA victim assistance grant program award funds in the approximate amount of $873,161 on behalf of the City of Glendale Police Department for the Crime Victim Services Project.

**Community Benefit/Public Involvement**
The Glendale Police Department GFAC provides direct services to Glendale residents and their families who have become victims of crime. This agreement will assist with the continuing efforts of the GFAC.

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**Fiscal Impact**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>FY2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Year Amount Requested</td>
<td>$100,000</td>
</tr>
<tr>
<td>Budgeted Y/N?</td>
<td>Y</td>
</tr>
<tr>
<td>Account</td>
<td>GRT2420002</td>
</tr>
<tr>
<td>Transfer Required? Y/N</td>
<td>N</td>
</tr>
</tbody>
</table>

**Budget and Financial Impacts:**
Funds for counseling services will be paid utilizing the VOCA grant funding. The City of Glendale has been accepting this funding for over 10 years. The Department of Justice, Crime Victims Fund, was established by the Federal VOCA of 1984 and serves as a major funding source for victim services throughout the country. Awarded funds are used to promote efforts that respond to the emotional, psychological or physical needs of crime victims; assist victims to stabilize their lives after victimization; assist victims to understand and participate in the criminal justice system; and/or restore a measure of security and safety for the victim.

There are two years remaining in the current VOCA grant award. The cost for counseling
services is estimated at approximately $100,000 per year, with funds available in the FY 2018-19 and 2019-20 Police Department budget in the grant account listed above. At the end of the current grant, another three-year grant will be solicited. Though continued VOCA grant award funds are anticipated to cover the entire five-year term of this agreement, if extensions to the agreement are elected and the grant award is not received, counseling services will be eliminated or the funding will be requested in those future budgets presented to Council and will be contingent upon approval.

Attachments

Agreement - Dawn Institute LLC
AGREEMENT FOR
CRIME VICTIM TRAUMA COUNSELING SERVICES
City of Glendale Solicitation No. RFP 19-11

This Agreement for Crime Victim Trauma Counseling Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Dawn Institute, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of ____________, 2019.

RECITALS
A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Solicitation No. RFP 19-11 (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.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
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 $500,000 over the entire term of the Agreement, 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 Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.

c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of $2,000,000 for each claim and a $4,000,000 annual aggregate limit.

d. Worker’s Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

8.2 **Indemnification.**

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant’s negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant’s existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the Consultant’s insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant’s insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers’ Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements prior to the City’s agreement that work may commence shall not waive the Consultant’s obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant’s failure to obtain, submit or secure the City’s approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor’s breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other
party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

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 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.

12.2 **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:

   Dawn Institute, LLC
   c/o Crystal Krueger, Manager/Therapist
   12280 W Paso Trail
   Peoria, AZ  85383
   Tel:  623-335-2290
   Email:  crystal@dawninstituteaz.com

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 Melissa Thomas
   Glendale Family Advocacy Center
   6830 N 57th Drive
   Glendale, Arizona  85301
   623-930-3724
With required copy to:

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

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. 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.

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. Electronic signature blocks do not constitute execution.

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 deemed 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. Term. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) 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 thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Description</th>
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<tbody>
<tr>
<td>A</td>
<td>Project</td>
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<tr>
<td>B</td>
<td>Compensation</td>
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</table>

(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: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Dawn Institute, LLC,
an Arizona limited liability company

________________________________________
By: Crystal Krueger
Its: Manager/Therapist
EXHIBIT A
CRIME VICTIM TRAUMA COUNSELING SERVICES
PROJECT

Dawn Institute, LLC shall provide crime victim trauma counseling services for the Glendale Family Advocacy Center on an “as needed” basis in accordance with RFP 19-11 scope of work.

The Contractor or all individuals providing Trauma Counseling Services to Glendale Crime Victims must:
- Have a MASTERS degree (or higher) in Counseling, Psychology, Sociology, or Social Work
- Currently licensed with the Arizona Board of Behavioral Health
- Have specialized experience working with children, adult, and families experiencing trauma
- Clinicians must maintain appropriate clinical supervision as dictated by their professional licenses

The Contractor or individual must show proof of the following documentation:
- Individual or agency malpractice insurance
- Copy of the treating clinicians license through the Arizona Board of Behavioral Health
- Copy of any specialized certificates in trauma specific modalities or advanced training

The Contractor or individual must be willing to:
- Prioritize referrals for victims of crime, with a target goal of having them seen by a clinician within 7 business days of referral
- Collect federal statistical data (demographic) on all referred clients
- Provide a monthly report documenting the amount of counseling services provided and a report on overall progress of the client
- Agree to reimbursement in the amount of $81.25/clinical hour for individual (1:1) counseling services
- Provide a monthly billing statement for reimbursement of services provided
- Clinician and/or agency representative must agree to meet on a quarterly basis for quality assurance review
EXHIBIT B
CRIME VICTIM TRAUMA COUNSELING SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Payment shall be as per Section 5 of the Agreement and the attached Contractor’s response to RFP 19-11.

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 $500,000.

DETAILED PROJECT COMPENSATION
See attached Contractor's response to RFP 19-11.
Offerors to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

OFFEROR NAME:  Dawn Institute, LLC

OFFEROR ADDRESS:  12280 W. Paso Trail/ Peoria, AZ 85383
OFFER SHEET
(Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature: [Signature]

Date: 9/6/18

Crystal Krueger

Printed Name (Authorized Signatory)

Dawn Institute, LLC

Legal Company Name

Manager/Therapist

Offeror Certifies it is a (check only one):

☐ Proprietorship ☐ Partnership ☑ Corporation

Job Title

12280 W. Paso Trail

Email Address: crystal@dawninstituteaz.com

Mailing Address

Phone Number: 623-335-2290

Peoria, AZ 85383

City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Crystal Krueger

Contact Name

623-335-2290

Phone Number

crystal@dawninstituteaz.com

Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 82-3975875

OFFERO IS A MINORITY OR WOMEN OWNED BUSINESS: ☑ Yes ☐ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☐ Yes, Number ______ Tax Rate: ______ OR ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☑ No, I do not have a conflict of interest

☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

☑ Exhibit 1—Special Notices ☑ Exhibit 2—RFP Standard Terms and Conditions

☑ Exhibit 3—Insurance Requirements ☑ Exhibit 4—Template Agreement ☑ Pricing Workbook
REQUIRED RESPONSES

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. **Firm’s Qualifications and Experience.** The following information should be included:
   A. A statement of your qualifications, abilities, experience and expertise in providing the requested services.
      1. Include a brief history of your company, mission statement and how many years you have been providing these services. Provide a list of primary services your company currently provides to crime victims to address their needs. Identify the city or county covered in your service. Identify the primary population currently served (i.e. average age range, cultural or racial make-up, etc.). List the major funding sources that currently support your program.
   2. List your key personnel assigned to this contract and their qualifications and experience.
   3. Describe your company’s capacity to deliver high quality crime victim services and why your company should receive funding.
   4. Identify your major collaborative partners (e.g. criminal justice system other crime victim agencies, community programs serving traditionally underserved populations, hospitals, housing agencies, public housing authority, social services, schools, etc.) and describe your collaborative efforts to improve services to crime victims.
   5. References - A minimum of three references, including information about the services provided in relation to those described in this RFP, preferably from other public entities within the State of Arizona for whom you have provided similar services. Include the name of entity, contact person’s name, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.

   (Offeror to include response here)

2. **Method of Approach.** Clearly define your method of approach including, but not limited to, the following:
   A. Method of Approach - Describe your proposed method of performing the required services.
   B. Describe your equipment, vehicles, supplies and number of staff you will use to perform services under this contract.
   C. Describe your evaluation procedures you use to gather feedback from crime victims and those you serve.
   D. Describe your administrative support that will be assigned to this contract.
   E. Describe your method of billing or invoicing.
(Offeror to include response here)

**Price Sheet.** Offeror shall submit the Pricing Workbook. Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract.

All prices quoted shall be firm and fixed for the specified contract period.

**ADDENDUM RESPONSES AND ACKNOWLEDGEMENT**

Attach addendum response(s) and acknowledgement(s) here.

(Offeror to include response here)

**CONFLICT OF INTEREST STATEMENT**

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

(Offeror to include response here)
1. Firm's qualifications and Experience.

1. The Dawn Institute, LLC inception date is September 10, 2018. The mission of Dawn Institute, LLC is "Cultivating resilient families through collaborative care, advocacy, and research." Crystal Krueger, LMFT, a managing partner and sole therapist, has been working with victims in an advocacy center since 2015. During this time Crystal saw the disparity in services and client needs. Fortunately, in an advocacy center setting, she was able to provide additional advocacy for clients. The Dawn Institute, LLC was formed with the intention of continuing to meet the needs of victim regardless of their history or walk of life, primarily the underserved population.

Crystal's experience (and anticipated continued services with the launch of Dawn Institute, LLC) included trauma-focused counseling, parent-only sessions to assist parents in tools of parenting, advocacy within the school setting to ensure that educational supports are trauma-informed. Dawn Institute, LLC serves within Maricopa County, specifically victims located in West Valley cities. Crystal has historically worked with children victims with the age range of 5 years to 17 years. However, Crystal anticipates continued services including adult and child victims. The major funding sources currently include victims' compensation, insurance, and cash pay.

2. The key personnel assigned to this contract will be Crystal Krueger, LMFT. Her experience includes five years within the mental health field working primarily with child victims and three of those years working in an advocacy center setting. See Exhibit A (CV) for further experience.

3. Dawn Institute, LLC provides the highest standard of care through ensuring that evidence-based treatments are being trained and monitored regularly. For example, Crystal is trained in Sandtray therapy, Theraplay, Play Therapy, EMDR, and Brainspotting. She is also a Certified Clinical Trauma Specialist. Additionally, she receives quarterly consultation from a Marriage and Family Therapist, weekly consultation from peers within an advocacy center, and monthly EMDR consultation. Crystal's client capacity is currently only for victims of crime. Dawn Institute, LLC should receive funding as it provides an avenue for victims of crime to receive top of the line services by a highly trained professional that may be difficult to obtain elsewhere.

4. The collaborative partners of the Dawn Institute, LLC include law enforcement agencies (primarily those in the west valley), victim advocates, school personnel, medical staff, Maricopa County Attorney’s Office, Office of Child Welfare, and forensic interviewers. Dawn Institute, LLC seeks to partner with victim advocates in order to provide clients with additional support services such as housing and social services. Additionally, Dawn Institute is prepared to offer community training within schools, the mental health profession, and within law enforcement to provide education on victim-centered care. Currently, Dawn Institute, LLC partners with the Department of Public Safety on a victim-centered approach to train state troopers to detect child abuse and sex trafficking of minors. Dawn Institute, LLC also partners with schools and school psychologists to provide trauma-informed care training. These are amongst the few community partners Crystal Krueger, LMFT collaborates with in order to assist the community in having a victim-centered approach (see Exhibit A).
5. Southwest Family Advocacy Center
   Kim Escobedo, Victim Advocate
   623-333-7900
   kescobedo@avondale.org
   2333 N. Pebble Creek Parkway/Goodyear, AZ 85395
   Counseling Service and collaboration with victim advocacy
   November 2015 to current

   Arizona Department of Public Safety
   Jennifer Pinnow, Major
   602-618-3095
   jpinnow@azdps.gov
   P.O. Box 6638, MD 3900/ Phoenix, AZ 85005
   Trainer for the Interdiction for the Protection of Children
   December 2015 to current

   Millennial High School
   Kiersten Walker, School Psychologist
   623-932-7200 x2032
   kwalker@aguafria.org
   14802 W. Wigwam Blvd/ Goodyear, AZ 85395
   January 2017 to current
   Trainer and collaboration on referrals

   Childhelp Children's Center of Arizona
   Maria Navarro, LPC
   602-271-4500
   MNNavarro@Childhelp.org
   2120 N Central Ave/ Phoenix, AZ 85004
   Counseling Services
   June 2015 to September 2018

   Child Trauma Counseling Services
   Samantha White
   623-521-9043
   sam@ctcounselingservices.com
   2333 N. Pebble Creek Parkway/ Goodyear, AZ 85395
   Collaboration of victim services
   November 2015 to current

2. A. The Dawn Institute, LLC proposes that the Crystal Krueger, LMFT utilize the space of the Glendale Family Advocacy Center (GFAC) one day per week and/or in the late afternoon/evening on one or more weekday(s). Dawn Institute, LLC will schedule in advance the use of
the GFAC therapy room, preferably with a commitment to one full day per week, being consistently the same day each week in an effort to see 5 to 8 clients per week at the GFAC. Crystal Krueger, LMFT will provide evidenced-based trauma treatment using best practices to victims referred by the GFAC. Crystal will provide clients with assessments and evaluations to measure the efficacy of treatment. Crystal will collaborate with the GFAC victim advocates on client referrals and assignments to determine best fit for victim needs and scheduling. Dawn Institute, LLC will also maintain an electronic spreadsheet throughout the quarter to ensure data needed for grant reporting purposes are current and accurate. Dawn Institute will email the electronic spreadsheet upon request at the end of the quarter to the Project Manager.

B. Dawn Institute, LLC will provide transportation for the therapist to and from the GFAC, therapy supplies above what would be accessible at the GFAC, and assessments. Dawn Institute, LLC will provide one therapist.

C. Dawn Institute, LLC will administer the Adverse Childhood Experiences screening tool to adults and children at the beginning of treatment. An after session feedback form will be provided at minimum every other session to ensure feedback based treatment. Additionally, the Trauma Recovery Scale will be administered monthly to track symptom progress. Dawn Institute will administer a discharge questionnaire to ensure VOCA requirements have been met. In addition, Dawn Institute, LLC may provide additional assessments (e.g. dissociative scales, FANS, CANS) as needed.

D. Dawn Institute, LLC has three partners all of whom will ensure the administration and integrity of a contract between Dawn Institute, LLC and the GFAC. Dawn Institute will also administratively dedicate the therapist and an administrator for reporting of data and billing purposes.

E. Dawn Institute, LLC will email a statement to the City of Glendale on the 15th and the 30th of the month or closest business day. The invoice will include first name, last initial, what was provided (60 minutes of psychotherapy), and the amount billed per hour with the total amount due for the billing cycle.
3. **PRICING WORKBOOK**

The Offeror must complete all requested pricing below. Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract.

**PRICE SHEET**

3.1 **PRICE FOR CRIME VICTIM TRAUMA COUNSELING SERVICES**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
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<tr>
<td>Crime Victim Trauma Counseling Services as</td>
<td>Per Hour</td>
<td>$ 65.00</td>
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<tr>
<td>per Scope of Work</td>
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</table>

**IF PRICING IS NOT PROVIDED IT IS INTERPRETED AS A NO-BID**

**DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days

Comply: YES [X] NO __

If your answer is NO, please state terms offered: __________ %

**PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the Unit Price Per Hour in Price Sheet Section 3.1.

**TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

**OFFEROR NAME:** Crystal Krueger, LMFT - Dawn Institute, LLC
Exhibit A
Following 6 pages
CRYSTAL KRUEGER, LMFT, CCTS-F
CURRICULUM VITAE

Phone: 602-549-2214 12280 W. Paso Trail
crystal@dawninstituteaz.com Peoria, AZ 85383

EDUCATION

MA  Ottawa University, Professional Counseling
Concentration in Marriage and Family Therapy
Advisor: Dr. Bob Rhoton May 2013

BS  Arizona Christian University, Behavioral Studies May 2010

EXPERIENCE

Trauma Therapist/ Manager, Dawn Institute August 2018 to Present
2333 N. Pebble Creek Parkway, Goodyear, AZ 85383
Provide individual and family therapy to children, adolescents, and adults who have experienced trauma, abuse, neglect and have attachment deficits due to early childhood neglect. Work with PTSD, ADHD, anxiety, depression, mood disorder, and oppositional defiant disorder. Perform intakes, on-going assessment, diagnose, and develop treatment plans for ongoing care. Provide appropriate treatment according to diagnosis and on-going assessment. Provide ongoing support to clients and families. Coordinate services with agencies in multidisciplinary environment to include law enforcement, medical staff, forensic interviewers, Department of Child Safety, and other therapists. Provide trainings to community, staff, and families. Attend trainings to increase knowledge and increase proficiency in trauma treatment. Conduct monthly staffings for case consultation during multidisciplinary team monthly meetings. Provide education on victim centered approach and effects of trauma to professionals, such as law enforcement, detention facilities, and child welfare. Manage the business aspect of the Dawn Institute including billing, marketing, and networking partnerships.

Child Therapist, Childhelp Children's Center of Arizona June 2015 to Present
2333 N. Pebble Creek Parkway, Goodyear, AZ 85395
2120 N. Central Ave, Phoenix, AZ 85012
Provide individual and family therapy to children and adolescents who have experienced trauma, abuse, neglect and have attachment deficits due to early childhood neglect. Work with PTSD, ADHD, anxiety, depression, mood disorder, and oppositional defiant disorder. Perform intakes, on-going assessment, diagnose, and develop treatment plans for on-going care. Provide appropriate treatment according to diagnosis and on-going
assessment. Manage a caseload of 15 to 22 to include many high needs cases that are intensely managed. Provide ongoing support to clients and families by attending monthly Child and Family Team Meetings, court hearings, staffings, school meetings, and other meetings that require therapeutic input. Successfully collaborate with High Needs Case Managers, Department of Child Safety, Court Appointed Special Advocates, attorneys, direct support staff, school personnel, foster parents, parents and siblings. Provide crisis intervention and stabilization for families and children when needed. Coordinate services with agencies in multidisciplinary environment to include law enforcement, medical staff, forensic interviewers, Department of Child Safety, and other therapist. Provide trainings to community, staff, and families. Attend trainings to increase knowledge and increase proficiency in trauma treatment. Participate in speaking engagements for community or partner agencies. Conduct monthly staffings for case consultation during multidisciplinary team monthly meetings. Provide education on victim centered approach and effects of trauma to professionals, such as law enforcement, detention facilities, and child welfare.

**Trainer, Arizona Trauma Institute**

2333 N. Pebble Creek Parkway, Suite A200, Goodyear, Arizona 85395

2015 to present

Contract trainer in order to provide trainings for child welfare, therapist, high needs case managers, foster parents, adoptive parents, biological parents, foster agency workers, social workers, tribal social workers, and therapists. Training include the impact of trauma informed care, and prenatal trauma.

**Child Therapist, Jewish Family and Children’s Service**

1840 N 95th Ave, Phoenix, AZ 85037

August 2013-September 2014

Provide individual and family therapy to clients who have experienced trauma and abuse, as well as other diagnoses such as PTSD, ADHD, depression, mood disorder, oppositional defiant disorder and substance abuse. Successfully manage a caseload of 65 plus to include many cases that are high needs. Provided crisis intervention when necessary. Perform duties of Clinical Liaison and work effectively with multiple agencies. Facilitate Child and Family Team Meetings and work with high needs case managers, youth and family specialists, family support partners, Department of Child Safety case managers, medical staff, foster parents and biological parents. Perform intakes, assess, diagnose and develop treatment plans for children and adults. Meeting or exceeding productivity since being hired in 2013.

**CRS / Therapist / Trainer, Christian Family Care**

3603 N. 7th Ave, Phoenix, AZ 85013

August 2012-December 2013

Develop the Child Specific Recruitment program, in which adoptive families are identified for child available for adoption within the child welfare system. Provide ongoing case management of 10 to 15 children in program. Develop relationships with children referred to the program to understand their needs. Work with child welfare system, therapist, Court Appointed Special Advocates, High Need Case Manager, and therapist to understand each child’s needs. Provide education on children available for
adoption at community events. Utilize recruitment resources and connect resources to each child. As a therapist, provide individual and family therapy to clients who have experienced trauma and abuse, as well as other diagnoses such as PTSD, ADHD, depression, mood disorder, oppositional defiant disorder and substance abuse. Manage a caseload of 3 to 4 cases. Train PS-MAPP course for those interested in becoming foster parents. Course is 30 hours of training, including basic trauma informed care, understanding the needs of foster children, making informed decisions, and self-care.

Intern, Southwest Behavioral
5717 N 7th St, Phoenix, AZ 85014

August 2011-August 2012

PROFESSIONAL LICENSURE
State of Arizona Board of Behavioral Health Examiners

PROFESSIONAL AFFILIATIONS
Member, International Association of Trauma Professionals

TRAININGS
When the Child Abuser has a Bible September 4, 2018
Exploring Multicultural Competence- 3CEU August 24, 2018
EMDR-Sandtray Specialist Intensive Program- 40 CEU July 30-August 3, 2018
Certified Clinical Trauma Specialist- Family- 17 CEU July 18-20, 2018
Giving Immigrant Children a Voice- 1.5 CEU July 10, 2018
Professional Resilience May 23, 2018
Brain Spotting- 21 CEU April 13-15, 2018
CPR/ First Aid April 11, 2018
ASSIST Suicide Prevention Training- 12 CEU December 7-8, 2017
Culture, Metaphor & Play: Finding Resilience- 3 CEU September 9, 2017
Infant Mental Health- 40 CEU June to August 2017
Forensically Sensitive Therapy June 2017
Making Relationships Work- 1.75 CEU June 2017
Mandatory Reporter Training- 2 CEU May 2017
EMDR- Weekend 2- 21 CEU February 2017
AZAPT Annual Conference- 12 CEU February 2017
EMDR- Weekend 1- 21 CEU October 2016
The Introductory Group Training - 6.5 CEU October 2016
Cultural Sensitivity Training - 1 CEU October 2016
Men Who Molest Boys - 1.5 CEU October 2016
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<th>Event</th>
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<tbody>
<tr>
<td>Play Therapy: Theory and Techniques - 6 CEU</td>
<td>September 2016</td>
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<tr>
<td>Play Therapy 101: The Basics and Then Some - 3 CEU</td>
<td>September 2016</td>
</tr>
<tr>
<td>Play Therapy: Development and Multicultural Considerations - 6 CEU</td>
<td>August 2016</td>
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<tr>
<td>Playing with Grief and Loss: Play Therapy - 2 CEU</td>
<td>August 2016</td>
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<tr>
<td>Filial Play Therapy - 3 CEU</td>
<td>July 2016</td>
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<tr>
<td>22nd Statewide Child Abuse Prevention Conference - 11 CEU</td>
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<td>JuST Conference: Juvenile Sex Trafficking Conference - 9.5 CEU</td>
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<td>Arizona Board of Behavioral Health Examiners - 2.5 CEU</td>
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<td>5th Annual Touchstone Childhood Trauma Conference - 12 CEU</td>
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<td>Mandatory Reporting of Child Abuse - 4 CEU</td>
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<td>Corroboration of Child Abuse Cases - .75 CEU</td>
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<td>DSM-5 Overview - 2.75 CEU</td>
<td>November 2015</td>
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<td>DSM-5 The New Diagnostic Frontier - 2 CEU</td>
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<td>Interdiction for the Protection of Children: Train the Trainer</td>
<td>August 2015</td>
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<td>Certified Clinical Trauma Professional - 18 CEU</td>
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<td>Basic Victims’ Rights - 5 CEU</td>
<td>June 2015</td>
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<td>Working with Children with Special Needs: Cultural Competency - 2 CEU</td>
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<td>Theraplay: Level 1</td>
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<td>Sandtray: Level III - 13 CEU</td>
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<td>Why &amp; How of Measurable Objective Development Training - 1.5CEU</td>
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<td>How to Help Children Overcome the Influences of Trauma - 6 CEU</td>
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<td>Dysfunctional Sexual Behaviors in Children - 4 CEU</td>
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<td>Introduction to Theraplay - 6 CEU</td>
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<td>CASII - 6 CEU</td>
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<td>Understanding Unique Behavioral Needs of Children &amp; Families - 6 CEU</td>
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<td>Treating Couples Dealing with Affairs and Other Betrayals - 2.0 CEU</td>
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<td>Despair to Hope Conference - 5 CEU</td>
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<td>Certified Leader of Arizona Edition PS-MAPP - 54 CEU</td>
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<td>Clinical Aspects of Grief and Loss Counseling - 3 CEU</td>
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<td>CFT 4-Day with Facilitation - 24 CEU</td>
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<td>Comprehensive Culturally-Driven Assessment and Service Planning - 4 CEU</td>
<td>May 2012</td>
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<td>Initial Engagement Session - 2 CEU</td>
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<tr>
<td>Developing Your Own Integrative Theory of Counseling - 1 CEU</td>
<td>March 2012</td>
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<tr>
<td>Discovering Strengths and Creating Hope - 3 CEU</td>
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<td>Adolescent Eating Disorders - 6 CEU</td>
<td>February 2012</td>
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<tr>
<td>Forgiving Those Who are Not Sorry or Already Gone - 3 CEU</td>
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<tr>
<td>CIRT - 5 CEU</td>
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<td>ADHS Cultural Competency - 8 CEU</td>
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**Publications**

*Magazine Publications*


**Presentations and Invited Lectures**

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<th>Lecture, Interdiction for the Protection of Children</th>
<th>August 8, 2018</th>
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<tbody>
<tr>
<td>Presentation, Understanding the Effects of In Utero Exposure (6 hour)</td>
<td>June 30, 2018</td>
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<td>Lecture, “Understanding the Wounded Heart”</td>
<td>June 6, 2018</td>
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<td>Lecture, Interdiction for the Protection of Children</td>
<td>May 21-22, 2018</td>
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<td>Presentation, Trauma Informed Care for Paraprofessionals</td>
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<td>Workshop, Beautifully Strong: Raising Wise Young Woman</td>
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<td>Presentation, Trauma Informed Care in the Classroom</td>
<td>September 28, 2017</td>
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<tr>
<td>Presentation, “Why Loving Them Isn’t Enough” (6 hour)</td>
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<td>Presentation, Arizona School Psychologist “Trauma Informed Care”</td>
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<td>Presentation, Trauma Informed Care in the Classroom</td>
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<td>Lecture, “Understanding the Wounded Heart”</td>
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Presentation, Trauma Informed Care in Correctional Facilities
Lecture, Trauma Informed Care in the Classroom
Lecture, “Understanding the Wounded Heart”
Lecture, Interdiction for the Protection of Children
Lecture, Interdiction for the Protection of Children
Support Group, “Understanding the Wounded Heart” 2 Part

Lecture, “Understanding the Wounded Heart”
Lecture, “Understanding the Wounded Heart”
Lecture, “Understanding the Wounded Heart”
Lecture, “Grief and Loss”
Lecture, “The Power of Connection”
Presentation, “AZ 127 Basic Training”
Lecture, “Understanding the Wounded Heart”
Lecture, “Grief and Loss”
Support Group, “Understanding the Wounded Heart” 4 Part

Presentation, “AZ 127 Basic Training”
Presentation, “Trauma Informed Care” DV Center
Presentation, “Trauma Informed Care” Women’s Center
Presentation, “Trauma Informed Care” DV Center
Presentation, “Trauma Informed Care” DV Center
Presentation, “Trauma Informed Care” Women’s Center
Presentation, “Trauma Informed Care” DV Center

September 22, 2016
September 13, 2016
August 4, 2016
June 21, 2016
August 3, 2016
May 10, 2016
May 4, 2016
June 1, 2016
October 10, 2015
August 25, 2015
July 14, 2015
July 11, 2015
June 9, 2015
April 17, 2015
March 26, 2015
March 19, 2015
February 14, 2015
February 7, 2015
January 31, 2014
January 24, 2015
January 24, 2015
January 22, 2015
January 22, 2015
January 10, 2015
November 25, 2014
November 25, 2014
October 28, 2014
RESOLUTION NO. R19-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA18-05 FOR PROPERTY LOCATED AT 17200 NORTH 61ST AVENUE.

ORDINANCE NO. O19-11

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 17200 NORTH 61ST AVENUE FROM A-1 (AGRICULTURAL) AND C-O (COMMERCIAL OFFICE) TO R1-6 PRD (SINGLE RESIDENCE WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY) FOR A DEVELOPMENT PLAN ENTITLED “WINDSOR COURT,” AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THE ORDINANCE BE RECORDED.

Presented by:  David Williams, AICP, Planning Administrator

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt a resolution amending the General Plan Land Use Map from Low Density Residential up to 1 dwelling unit per acre (LDR 1.0) and Office (OFC) to Medium Density Residential up to 5.0 dwelling units per acre (MDR 5.0) for property located at 17200 North 61st Avenue.

This is also a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance rezoning property located at 17200 North 61st Avenue from A-1 (Agricultural) and C-O (Commercial Office) to R1-6 PRD (Single Residence with a Planned Residential Development Overlay) for a subdivision called Windsor Court.

Background

This General Plan Amendment and rezoning request will permit the development of a 24-lot single-family residential subdivision on approximately five acres. The site is located north of the northwest corner of 61st Avenue and Bell Road (17200 North 61st Avenue). The lots will be a minimum of 4,000 square feet in size, with a typical lot width of 45 feet and a minimum lot depth of 90 feet. Proposed minimum setbacks are 15 feet to living area, 20 feet to garages or carports, 20 feet in the rear, and 5’ and 5’ on each side. Maximum lot coverage is proposed to be 50 percent.
The property is currently vacant. The property has a single-family residence with outdoor storage zoned A-1 (Agricultural) to the north, vacant land which is the proposed location of the Hartford Court subdivision and a church which was formerly a movie theater both zoned PAD (Planned Area Development) to the east, a cell tower with a SU (Special Use District Overlay) and medical office building zoned C-O (Commercial Office) to the south, and two residences with associated industrial uses (trailer manufacturing) zoned C-O (Commercial Office) and A-1 (Agricultural) to the west.

The developer will complete all required right-of-way improvements on 61st Avenue. Access to the subdivision will be from a single point from 61st Avenue. No lots will front on 61st Avenue, rather access will be from an internal street, 61st Drive. No home builder has been selected and no house product sizes have been determined at this time for the proposed lots.

Analysis

- The General Plan Amendment and proposed rezoning are consistent with the applicable policies and objectives of the Glendale General Plan; and
- The proposed General Plan designation is appropriate for this site and is like an adjacent General Plan designation in this area.
- The proposal will be compatible with other planned and anticipated residential densities in the area.
- The proposed zoning change includes conditions necessary to mitigate known adverse impacts on the businesses, persons, or properties adjacent to the requested amendment.
- A finding is made that there are adequate school facilities.
- If approved, the proposal will develop a vacant infill site.
- The Planning Commission recommended approval with a vote of 7 to 0 of the General Plan Amendment and rezoning requests at their December 6, 2018 meeting.

Previous Related Council Action

The property was annexed to the City of Glendale on September 11, 1979. The southern half of the property was rezoned to C-O (Commercial Office) on February 20, 1985.

Community Benefit/Public Involvement

As stated above, if approved, the project will use a vacant, infill site and provide new housing options for residents.

Windsor Court is located within the Deer Valley Unified School District (DVUSD). The applicant has met with the school district to ensure that there are adequate school facilities. DVUSD confirmed that the school district has adequate facilities to accommodate Windsor Court.

On September 6, 2018, the applicant mailed notification letters to adjacent property owners and interested parties inviting them to a neighborhood meeting on September 27, 2018 at Greenbriar Elementary School. There was one attendee and no comments or concerns were raised at the formal neighborhood meeting.

Prior to the formal neighborhood meeting, the applicant held an informal neighborhood meeting on January 10, 2018 at Greenbriar Elementary School where the owner of the property located to the southwest attended and expressed interest in having an 8-foot perimeter wall and their trailer manufacturing facility, to which the applicant is agreeable. Another neighbor contacted the applicant by email to notify the applicant that his water line goes across the property. This
concern has been addressed by the applicant by leaving an open area and future easement between lots 6 and 7 for the water line.

### Attachments

R19-11  
O19-11  
GPA18-05 AND ZON18-06 PLANNING STAFF RPT
RESOLUTION NO. R19-11

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA18-05 FOR PROPERTY LOCATED AT 17200 NORTH 61ST AVENUE.

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

SECTION 1. That the General Plan Map of the City of Glendale, Arizona, is amended by approving General Plan Amendment GPA18-05, amending the General Plan Land Use Map from Low Density Residential-up to 1 dwelling unit per acre (LDR 1.0) and Office (OFC) to Medium Density Residential-up to 5.0 dwelling units per acre (MDR 5.0) for property located at 17200 North 61st Avenue.

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 22nd day of January, 2019.

______________________________
Mayor Jerry P. Weiers

ATTEST:

______________________________
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

______________________________
Michael D. Bailey, City Attorney

REVIEWED BY:

______________________________
Kevin R. Phelps, City Manager
ORDINANCE NO. O19-11

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 17200 NORTH 61ST AVENUE FROM A-1 (AGRICULTURAL) AND C-O (COMMERCIAL OFFICE) TO R1-6 PRD (SINGLE RESIDENCE WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY) FOR A DEVELOPMENT PLAN ENTITLED “WINDSOR COURT,” AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED

WHEREAS, the City of Glendale Planning Commission held a public hearing on December 6, 2018, in zoning case ZON18-06 in the manner prescribed by law for the purpose of rezoning property located at 17200 North 61st Avenue from A-1 (Agricultural) and C-O (Commercial Office) to R1-6 PRD (Single Residence with a Planned Residential Development overlay);

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law, including publication of such notice in The Glendale Star on November 15, 2018; and

WHEREAS, the City has considered the individual property rights and personal liberties of the residents of the city before adopting this zoning ordinance; and

WHEREAS, the City of Glendale Planning Commission recommended to the mayor and the council the zoning of property as described above and the mayor and the council desire to accept such recommendation and rezone the property described on Exhibit A to R1-6 PRD (Single Residence with a Planned Residential Development overlay) in accordance with the development plan currently on file with the planning division as of the date of this ordinance.

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

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 17200 North 61st Avenue and more accurately described in Exhibit A to this ordinance, is conditionally rezoned from A-1 (Agricultural) and C-O (Commercial Office) to R1-6 PRD (Single Residence with a Planned Residential Development overlay).

SECTION 2. That the rezoning provided for is conditioned and subject to the following:

1. Development shall be in substantial conformance with the applicant’s development booklet received November 20, 2018.

2. The cul-de-sac must include a 52.5-foot turning radius.
3. Developer to provide 8-foot perimeter wall in the area adjacent to the existing trailer manufacturing operation.

SECTION 3. The City of Glendale Zoning Map is amended by this ordinance to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. This Ordinance becomes effective at the time and in the manner prescribed by law.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder’s Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of January, 2019.

______________________________
Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

______________________________
Michael D. Bailey, City Attorney

REVIEWED BY:

______________________________
Kevin R. Phelps, City Manager
Exhibit A

Lot 22 of the Southeast quarter of Section 31, Township 4 North, Range 2 East, of the Salt River Base and Meridian, Maricopa County, Arizona.
SUBJECT
WINDSOR COURT GPA18-05 AND ZON18-06:
A request by the property owner, for a General Plan Amendment from Low Density Residential up to 1 dwelling unit per acre and Office to Medium Density Residential up to 5.0 dwelling units per acre and rezoning from A-1 (Agricultural) and C-O (Commercial Office) to R1-6 PRD (Single Residence with a Planned Residential Development Overlay) on approximately 5 acres. The site is located north of the northwest corner of 61st Avenue and Bell Road (17200 North 61st Avenue) and is in the Sahuaro District. Staff Contact: Thomas Ritz, AICP, Senior Planner (623) 930-2588.

REQUEST
General Plan Amendment from Low Density Residential up to 1 dwelling unit per acre and Office to Medium Density Residential up to 5.0 dwelling units per acre.

Rezone from A-1 (Agricultural) and C-O (Commercial Office) to R1-6 PRD (Single Residence with a Planned Residential Development overlay).

This request would allow a 24-lot single family subdivision with all lots at least 4,000 square feet.

APPLICANT/OWNER
Zachary Pebler of Zachary Pebler PLLC / MC AZ Property LLC.

REQUIRED ACTION
The Planning Commission must conduct a public hearing, determine if these requests are in the best long-term interest of the neighborhood, are consistent with the General Plan, and then make a recommendation to the City Council.

BACKGROUND INFORMATION
General Plan Designation:
The property land use designations are Low Density Residential up to 1 dwelling unit per acre and Office.

Property Location and Size:
The property is located at 17200 North 61st Avenue and is approximately 5 acres in size.

History:
The property was annexed to the City of Glendale on September 11, 1979. The southern half of the property was rezoned to C-O (Commercial Office) on February 20, 1985.

Project Details:
The site is currently vacant. The property has a single-family residence with outdoor storage zoned A-1 (Agricultural) to the north, vacant land which is the proposed location of the Hartford Court subdivision and a church which was formerly a movie theater both zoned PAD (Planned Area Development) to the east, a cell tower with a SU (Special Use District Overlay) and medical office building zoned CO (Commercial Office) to the south, and two residences with associated industrial uses zoned C-O (Commercial Office) and A-1 (Agricultural) to the west.

The site is intended to be developed as a 24-lot single-family subdivision. Minimum lot sizes are proposed to be 4,000 square feet. The site is currently divided into 4 parcels. These parcel lines will be eliminated as part of the platting process. As part of the development process, full half street improvements to 61st Avenue will be constructed. The streets will be public, and the cul-de-sac bulb will also be sized to meet the city’s requirements.

Access to the subdivision will be from a single point from 61st Avenue. No lots will front on 61st Avenue, rather access will be from an internal street, 61st Drive. No home builder has been selected and no house product sizes have been determined at this time for the 24 proposed lots.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

Windsor Court is located within the Deer Valley Unified School District (DVUSD). The applicant has met with the school district to ensure that there are adequate school facilities. DVUSD confirmed that the school district has adequate facilities to accommodate the Windsor Court subdivision. A copy of the certificate is provided as an attachment.

CITIZEN PARTICIPATION TO DATE:

Applicant’s Citizen Participation Process:
On September 6, 2018, the applicant mailed notification letters to adjacent property owners and interested parties inviting them to a neighborhood meeting on September 27, 2018 at Greenbriar Elementary School. There was one attendee and no comments or concerns were raised at the formal neighborhood meeting.

Prior to the formal neighborhood meeting, the applicant held an informal neighborhood meeting on January 10, 2018 at Greenbriar Elementary School where the owner of the
property located to the southwest attended and expressed interest in having an 8-foot perimeter wall separating the applicant’s property and their trailer manufacturing facility, to which the applicant is agreeable. Another neighbor contacted the applicant by email to notify the applicant that his water line goes across the property. This concern has been addressed by the applicant by leaving an open area between lots 6 and 7 for the line. The applicant’s Citizen Participation Final Report is attached.

**Planning Commission Public Hearing:**
A Notice of Public Hearing was published in *The Glendale Star* on November 15, 2018. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on November 21, 2018. The property was posted on November 15, 2018.

**STAFF FINDINGS AND ANALYSIS**

**General Plan Amendment**

**Findings:**

- The amendment is consistent with the applicable policies and objectives of the General Plan; and
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale.

**Analysis:**

- The proposed General Plan designation is appropriate for this site and is similar to an adjacent General Plan designation in the area.
- The proposal will be compatible with other existing, planned and anticipated residential densities in the area. If approved, the proposal will develop an underutilized infill site which is currently vacant.
- The proposed project will help aid the city to provide a variety of housing types, styles and options.

**Rezoning**

**Findings:**

- The rezoning is consistent with the policies and objectives of the General Plan.
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale.
- As the amendment is to the official Zoning Map, the proposed change will include any conditions necessary to mitigate any adverse impacts on the businesses, persons, or properties adjacent to the requested amendment.
- A finding is made that there are adequate school facilities, if the amendment is to the Official Zoning Map, and if Section 3.812 (Adequate School Facilities) is applicable.

**Analysis:**

- The City’s Design Review process reviews and approves the housing products of all subdivisions built within Glendale.
- Stipulations are necessary to ensure appropriate right-of-way dedications and street improvements are completed at time of development.
- The public school district has indicated that adequate school facilities exist for the projected number of students which are a result of the proposed rezoning.
- If approved, the proposal will develop an underutilized infill site which is currently vacant.
RECOMMENDATION
The Planning Commission should recommend approval of request GPA18-05.

The Planning Commission should recommend approval of request ZON18-06 subject to the stipulations recommended by staff.

PROPOSED MOTION
Move to recommend approval of GPA18-05 Windsor Court.

Move to recommend approval of ZON18-06 Windsor Court, subject to the following stipulations:

1. Development shall be in substantial conformance with the applicant’s development booklet received November 20, 2018.
2. The cul-de-sac must be 52.5 foot turning radius.
3. Developer to provide 8’ perimeter wall in the area adjacent to the existing trailer manufacturing operation.

Attachments

Project Narrative
Citizen Participation
Certificate of Adequate School signed by Deer Valley
Statement of Support Hensley
Statement of Support Carlson
Statement of Support Holgate
General Plan Map
Vicinity Zoning Map
Aerial Photo
GPA18-05, ZON18-06 & PP18-04
WINDSOR COURT
17200 N. 61ST AVENUE

Project Narrative & Planned Residential Development (PRD) Booklet

Revised: October 11, 2018

Submitted by:

[Image of logo]

Zach Pebler
2141 E. Broadway Road, Suite 101
Tempe, AZ 85282
Phone: (480) 390-4542
Email: zpebler@aol.com

RECEIVED
NOV 20 2018
Glendale Planning Dept.
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PROJECT NARRATIVE
WINDSOR COURT
SR-17-0173

1. Introduction:

Zachary A Pebler, PLLC, on behalf of our client MC AZ Property, LLC, is pleased to submit this project narrative and related exhibits in support of a Minor General Plan Amendment, Rezone and Preliminary Plat request for a new single-family residential subdivision, just south of Greenbriar Road on the west side of 61st Ave. which is composed of Parcel #s 200-48-022C, D, E, F. The subject property aerial is attached herein as Exhibit A. These four parcels combine to form a project of approximately 4.99 acres. The north two parcels are currently zoned A-1 and the south two parcels C-O all in the City of Glendale. The rezoning and General Plan amendment request, if approved will allow for the development of a twenty four (24) lot, single-family, detached residential subdivision called "Windsor Court".

2. Existing General Plan Designation and Zoning Classification

As attached herein as Exhibit B, the north two parcels currently have a designation of Low Density Residential (LDR-1) and the south two parcels contain a designation of Office (OFC) in the City of Glendale.

3. Request

Our requests to the City of Glendale will be:

a) A minor general plan amendment from LDR-1 and OFC to Medium Density Residential 3.5 - 5.0 du/ac (MDR-5)
b) A rezoning from A-1 and C-O to R1-6 with a PRD Overlay
c) Site Plan Approval
d) Preliminary Plat Approval

These requests, if approved will accommodate the development of a 24-lot single-family detached community on 4.99 acres with almost 24% open space and amenities. A copy of the Conceptual Site Plan is attached as Exhibit C of this narrative. This project will yield a density of 4.80 dwelling units per acre.
4. **Existing Site Conditions**

The site is presently vacant and unremarkable in topography. The property is not long in depth off of 61st Avenue frontage. The property is frontage dominant along 61st Avenue. This created challenge to the site plan options.

5. **Relationship to Surrounding Properties**

The property is bound to the north by a A-1 zoned construction storage yard. To the west is a A-1 zoned property utilized by a commercial HVAC company for office and yard. To the south of that parcel still to the west of the subject property is a C-O zoned property utilized as a commercial trailer fabrication business. To the south is a sliver parcel that serves as an access to a cellphone tower zoned SU. Across 61st Ave. is Calvary Church. Just north of that is Hartford Court by Newmark Homes. A single family residential subdivision with more density than we are proposing.

The conversion of this property from a vacant lot to a residential community will add to the diversity of housing stock in the area. If approved, this project it will create and start an excellent transition from the commercial and offices that front Bell Road north to the residential communities to the north. The site provides an ideal location for a quality infill residential development.

6. **General Plan Analysis**

The proposed development of this property is consistent with the Medium Density Residential (MDR-5) Land Use Designation as described in the General Plan. The General Plan states that it should "provide a suburban lifestyle with planned single family residential communities. We hope to garner support from the City of Glendale staff for the deviation from the General Plan. The site is adjacent on all four sides to functioning businesses. To the south a cell tower, to the southwest a trailer manufacturer, to the northwest an HVAC company, and to the north a construction office and yard. It is highly likely when 2 of the 3 properties (HVAC and construction company) sell, those will revert back to residential and more than likely the lots will be split to maximize investment. Bell Road has seen tremendous commercial development in the last several years. In a highly competitive commercial market and where visibility is critical, our clients property is at a tremendous disadvantage. Overall, this area is a transitional area where it doesn't have a overall theme. We are offering a vision and a plan to improve the transition from commercial to residential, by providing a beautiful boutique community similar to the Hartford Court community approved across the street.

7. **Design Intent**

As previously noted, this community is proposed to have twenty four (24) single-family detached homes. The typical lot size is 45' x 90-100' with a average square footage of 4,269 sq.ft. The main entry will be flanked by two large open space areas that will also function as retention. The streets within Windsor Court will be public. The community is designed with two cul-de-sacs on the north and the south side of the community. A designed community gathering area is highlighted in the north culd-de-sac and green belt area. This amenity is complete with a ramada and outdoor BBQ and gaming area with the all popular bag toss. Walking paths can be found at the ends of each side of the community to promote interconnectivity to all the Bell Road corridor has to offer! This will create the feeling of a private, quaint, and quiet boutique community.
8. Development Standards

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<tr>
<td>Min. Net Lot Area (sq ft):</td>
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<td>Min. Width (ft):</td>
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<tr>
<td>Min. Depth (ft):</td>
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<tr>
<td>Min. Front Setback (ft):</td>
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<td>Min. Rear Setback (ft):</td>
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<tr>
<td>Min. Side Setback (ft):</td>
<td>5 or 15 ft separation adjacent lots w/ homes</td>
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<td>Min. Street Side Setback (ft):</td>
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<tr>
<td>Max. Structure Height (ft):</td>
<td>30 w/ a 2-story maximum</td>
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<tr>
<td>Max. % Lot Coverage:</td>
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With our application submission we are asking the City of Glendale to allow our PRD to deviate from the R1-6 zoning standards on a few categories. The first is the minimum lot size. Windsor Court is asking for a slightly smaller lot. However, in exchange for this accommodation, the overall density of the project is below 5.0 du/acre with nearly 24% open space. Naturally, with a smaller lot our PRD request will ask for a deviation in minimum lot width and depth to be 45 feet and 90 feet respectively. The PRD request for sideyard setbacks will be in-line as approved in case precedent across 61st Ave. at Hartford Court. Our PRD is requesting a 5 foot sideyard setback which will provide for a 10 foot minimum separation between buildings on adjacent lots. Lastly, the PRD is calling for a slight increase 50% lot coverage.

9. Design Intent

As previously stated, the goal is to build a detached single-family home community designed to attract new millenials, empty nesters or anyone that prefers a home with little yard maintenance. We envision our product buyer to be more attuned to spending their free time exploring the outdoors and the excellent retail shops, coffee shops, restaurants, and bars along the Bell Road corridor.

10. Conclusion

The proposed Windsor Court subdivision will be a quality addition to the area by bringing a high quality housing product with diversity in lot size and superior community and home design. This project is an excellent transition and in-fill project for the City of Glendale. The applicant and property owner look forward to working with the City of Glendale.

Enclosed: Exhibit A - Aerial
          Exhibit B - General Plan Map #5
          Exhibit C - Projected Site Plan

Thank you,

Zachary Pebler
Escrow No. 42020453-042-DO

LEGAL DESCRIPTION

Parcel No. 1:

The South half of the North half of Lot 22 of the Southeast quarter of Section 31, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal, oil, gas and other mineral deposits in said land as reserved to the United States of America, in the Patent to said land; and

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the United States of America in the Patent to said land.

Parcel No. 2:

The North half of the North half of Lot 22 of the Southeast quarter of Section 31, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal, oil, gas and other mineral deposits in said land as reserved to the United States of America, in the Patent to said land; and

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the United States of America in the Patent to said land.

Parcel No. 3:

The North half of the South half of Lot 22 of the Southeast quarter of Section 31, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal, oil, gas and other mineral deposits in said land as reserved to the United States of America, in the Patent to said land; and

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the United States of America in the Patent to said land.

Parcel No. 4

The South half of the South half of Lot 22 of the Southeast quarter of Section 31, Township 4 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all coal, oil, gas and other mineral deposits in said land as reserved to the United States of America, in the Patent to said land; and

EXCEPT all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved to the United States of America in the Patent to said land.
RECORDING REQUESTED BY:
Grand Canyon Title Agency, A division of FNIA
AND WHEN RECORDED MAIL TO:
MC AZ Property, LLC, an Arizona LLC
ESCROW NO.: 42020453-042-DO

WARRANTY DEED

For the consideration of Ten Dollars, and other valuable consideration,
Liviu Mihulet, a married man, as his sole and separate property
("Grantor") conveys to
MC AZ Property, LLC, an Arizona LLC Limited Liability Company
the following real property situated in Maricopa County, Arizona:

See Exhibit A attached hereto and made a part hereof.

Affidavit and Fee exempt under A.R.S. 11-1134-B7

SUBJECT TO: Current taxes and other assessments, reservations in patents and all
easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations,
and liabilities as may appear of record.

Grantor warrants the title against all persons whomsoever, subject to the matters set forth
above.

Dated: September 29, 2015

Grantor(s):

Liviu Mihulet

Date
NOTARY ACKNOWLEDGMENT(S) TO WARRANTY DEED

State of Arizona } ss:
County of Maricopa

The foregoing document was acknowledged before me this 29 day of September 2015 by Liviu Mihulet

(Seal)

My commission expires: 11-25-2016

Notary Public

C. WILLIAMS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
November 25, 2016

Unofficial Document
CITIZEN PARTICIPATION
FINAL REPORT

WINDSOR COURT
ESTIMATED ADDRESS: 17300 N. 61ST AVE. GLENDALE 85308
PARCEL #s 200-48-022F, E, C, D
WEST SIDE OF 61ST AVE. SOUTH OF GREENBRIAR DR.
GPA18-05 & ZON18-06

PREPARED BY:
ZACHARY PEBLER

October 11, 2018

APPROVED

NOV - 5 2018
City of Glendale
Planning Department
**Project Description:** Our office has been hired by the property owner to apply for a minor General Plan amendment, Rezoning and Preliminary Plat application. The property consists of four different parcels and two parcels indicate a property address of 17300 N. 61st Ave. Glendale, AZ. 85308. This is on the west side of 61st Ave. half way between Bell Road and Greenbriar Drive in the Sahuaro Council District of Glendale.

The planned residential community will include parcel #s 200-48-022C, -022D, -022E, and -022F. These four parcels combined equal 4.99 acres total. The parcels are currently zoned A-1 and C-O.

The proposed development consists of 24 residential lots with typical dimensions of 45' by 90'. Lot setbacks are designed to be 5' feet on the side yards with 20' feet in the back and 15' feet in the front. The streets will be 32' back of curb to back of curb with a 4' sidewalk along both sides. The project includes almost 24% open space. Storm-water retention for the project is provided in two surface retention basins. Proposed zoning is R1-6 w/ Planned Residential Development (PRD) overlay.

**Elements of the Citizen Participation Plan:** As part of the plan we sent out notifications for a Neighborhood Meeting on Thursday, October 11th, 2018 at 6:00 pm at Greenbriar Elementary School. This was the same venue we held our initial informal meeting. The notifications went out to every property owner within the 300 foot buffer of the project as approved and requested by Planner Paul Whalen in the Citizen Participation Plan. In addition, as approved in the Citizen Participation Plan, notifications went out to the Mayor's Office, our Councilman's office, and to the Planning Department alerting Mr. Whalen and Ms. Diana Figueroa. A list of "Interested Parties" as supplied within the approved Citizen Participation Plan was alerted of the meeting, and it was determined there were no Homeowners Associations or Neighborhood Groups to notify with exception to those cited in the "Interested Parties".

From the initial and informal meeting our only public attendee's were Karen and David Hammer, address 17033 N. 63rd Ave. They are the property neighbors to the southwest of this property. Their main concern was they requested an 8 foot perimeter wall which we accommodated in the current site plan. We were ready to present the change to the Hammer’s at the official meeting but they did not appear. They followed up with an email which is attached herein.

**Notification Date:** Mailing notifications for the official Neighborhood Meeting went out September 6, 2018. The Neighborhood Notification Letter Affidavit of Mailing was filled out, signed, notarized and mailed to Mr. Paul Whalen on September 7th, 2018. SEE APPENDIX FOR COMPLETE LIST OF NEIGHBORS, INTERESTED PARTIES, AND CITY OF GLENDALE STAFF

**Map of Notified Residents:** SEE NEXT PAGE of all neighbors within the approved buffer from the Citizen Participation Plan.
Dates & Locations of Meetings: After our pre-application meeting with the City of Glendale Staff, to assure we were on the right direction with the neighbors and interested parties within the City of Glendale we held an informal meeting on Thursday, January 10th, 2018 at 6:00 pm at Greenbriar Elementary School. Then on Thursday, September 27th, 2018 we held our official Neighborhood Meeting as approved in the Citizen Participation Plan at Greenbriar Elementary School again, which is located at 6150 W. Greenbriar Dr., about a 1/2 mile from the project.

People Notified vs. Peron's Participated: 61 people or groups were sent notifications. One citizen and Mr. Paul Whalen and Mr. David Williams from the City of Glendale Planning Department showed up for our formal meeting. One neighbor called Zachary Pebler a few days prior to the meeting via phone. And one neighbor emailed Zachary Pebler the next day after the neighborhood meeting.

Concerns, Issues, Problems: The one citizen that showed up to the meeting was a faculty member of the school and was just curious of the project. She expressed no concerns, issues, or problems, and didn't live within the buffer of the project. The Hammer family via email (Exhibit "A" herinafter) expressed concern the current perimeter wall on the west side of the project is deemed too short. In addition, they reiterated they operate a business and tend to start work early in the summer hours in which noise from the business may or may not be heard. They expressed a preference for 1-story homes on the west side of the project. General dust concerns were discussed via email with the Hammer family also. Don Hensley, the gentleman that called Zachary Pebler via phone just wanted to confirm we were aware his water line goes across the subject property to 61st Ave.

Strategy for Concerns: We directly dealt with the concern of the west wall in our Preliminary Plat; as it fulfills everyones request of it being 8 feet tall. We will directly deal with disclosure of surrounding land uses and businesses via a Public Report as required by the Arizona Department of Real Estate. Regarding housing product, Zachary Pebler warned the Hammer family that 2-story homes are a strong likelihood but could offer additional landscape packages for the families that buy homes along the west wall. General dust concerns are just hypothetical concerns and dispute or complaint procedure was explained in detail and was communicated it is taken up through Maricopa County. Mr. Hensley's water line concern is already addressed in the Preliminary Plat between lots #6 & #7 calling out a waterline easement.

At this point there are real no issues or problems we have not addressed. Furthermore, the proposal doesn't warrant a revision based on the voiced concern. There are no objections specifically to the General plan Amendment, the rezoning or the preliminary plat as presented to the public.
From: Zachary Pebler <zapebler@aol.com>
To: karen <karen@flemingtrailers.com>
Subject: Re: West side of 61st Avenue north of Bell
Date: Fri, Sep 28, 2018 8:06 am

Karen,

Don Hensley the neighbor to the north of you called me early last week with a concern of his water supply that goes out to 61st Ave. over this property. He asked what we were doing to make sure we didn’t interrupt him or cut his feed. I told him we have that accommodated between Lot #6 & #7 with a landscape and utility tract to accommodate. Other than that, it has been silent.

Regarding the spinning brodies, when I drove by the site on the way to the meeting I saw that the fence was pushed over in the southeast corner and it appeared that fresh tire tracks had been laid down. So that was my exact suspicion. I just hung up from a conference call with the owner. I mentioned this and he is going to get his handy man up to repair that fencing ASAP. I apologize.

Zack

Zachary A. Pebler, PLLC.
Pebler Equities, LLC.
Office: 480-321-8149
Direct: 480-390-4542

-----Original Message-----
From: karen <karen@flemingtrailers.com>
To: 'Zachary Pebler' <zapebler@aol.com>
Sent: Fri, Sep 28, 2018 7:41 am
Subject: RE: West side of 61st Avenue north of Bell

Yes we remember your family having a ranch – thank you so much for your quick reply. We had a meeting in Mesa and got stuck coming back. The lady janitor there said we just missed you and she had your card and said you were a very nice man. So we will be sure to not have any other conflicts the next time. We were sad to hear from you (and from the janitor) that there were not many in attendance. We’ve talked with our other neighbors around there and they seemed to be interested in being included in the process but I guess that wasn’t the case. So thank you again and my husband and I will look at all this and get back to you if we have questions. We wondered if it was moving forward as the Available sign was still on it – we had someone get into the property a few weeks ago spinning brodies in the dirt! 😊

“There is no limit to the amount of good you can do if you don’t care who gets the credit.”
   · Ronald Reagan

Karen Hammer
Vice President
Fleming Trailers Inc.
602-938-2513

https://mail.aol.com/webmail-std/en-us/PrintMessage
From: Zachary Pebler <zapebler@aol.com>
Sent: Friday, September 28, 2018 5:35 AM
To: karen@flemingtrailers.com
Cc: zapebler@aol.com
Subject: Re: West side of 61st Avenue north of Bell

Good morning Karen,

Of course I remember you, my family has a few Fleming trailers on our cattle ranch! Since you and Mr. Hammer were the only ones to show up last meeting, I thought I was going to see you again. With that I brought the initial meeting minutes to prepare to discuss what has transpired since then.

General update on the project is we decreased the density of the overall project to under 5 homes per acre. This meets the City of Glendale standard from our single family residential zoning. In addition, we increased our open space, retention and amenity area to almost 25%. This is about 30% more than required by city standard. We decreased our overall lot number down to 24 lots. I think the land plan we initially met about was either 27 lots or 28 lot. We also increased our lot width. Attached is the new land plan and landscape plan.

From our initial meeting on 1/10/18 the concerns/suggestions I have in my minutes from you and your husband were/are:

1. You requested we install a 8 foot perimeter wall between the project and your property. We call for that in the preliminary plat attached. You will see that notation on the lot line remarks on your property.

2. You disclosed your business starts early in the morning and extra early in the summer. As discussed in the initial meeting that is well and fine for us. We are required to disclose many things and one is surrounding businesses in a Public Report to every potential buyer in the community. This report is required by the Arizona Department of Real Estate.

3. You mentioned a preference for 1-story homes that back to your property. At this point I can comment on that as the developer has only interviewed architects and hasn't started on product. I will say though, from the discussions I have been privy to the intention is to build all 2-story homes at a height that is compliant to city standard. However, with that, tall tree landscape packages are going to be encouraged along the west side of the project.

4. Last was dust control issues. As discussed in the initial meeting that is a Maricopa County and not city regulated issue. On the job site there will be a job billboard with a project managers name, number, email and job number. The board will specifically say if you have dust control problems then immediately call the project manager and gives the number to the County to file dust control complaints. As discussed, dust control complaints are avoided at all cost for developers. The punitive damages the County imposes hurt and hurt REAL bad. I hope this isn't an issue in the future but if it is that job board is required to be posted on every job site and if it occurs it will hurt their pocketbook.

I'm sorry you missed last night but you didn't miss anything. We had just one person show up who was a teacher at the school and just curious about what was going on in the project. She stayed for maybe 5 minutes. I had Paul Whalen our current city planner in attendance and David Williams the Planning Director there to introduce himself.

Moving forward, the project will come to a public vote at Planning Commission and City Council. I don't have dates for those yet but you will be notified. I suspect it will be in the December month.
Let me know if any other issues or concerns has arisen since we last met and I will do my best to address them!

Thank you,

Zack Pebler

Zachary A. Pebler, PLLC.
Pebler Equities, LLC.
Office: 480-321-8149
Direct: 480-390-4542

-----Original Message-----
From: karen <karen@flemingtrailers.com>
To: zapebler <zapebler@aol.com>
Sent: Thu, Sep 27, 2018 7:28 pm
Subject: West side of 61st Avenue north of Bell

I don’t know if you remember us. We own Fleming Trailers to the west of the project on 61st Avenue. We came for the meeting tonight to find that we were too late. We were stuck in traffic and didn’t arrive until 6:50. Is it possible for you to update us on the meeting? We are very interested in what is going on with the property to the East of us and would greatly appreciate any information you can provide to us since we missed the meeting. Thank you for your time.

“There is no limit to the amount of good you can do if you don’t care who gets the credit.”
- Ronald Reagan

Karen Hammer
Vice President
Fleming Trailers Inc.
602-938-2513
September 3rd, 2018

Zachary Pebler
2141 E. Broadway Rd. #101
Tempe, AZ. 85282
zapebler@aol.com

Subject: West side of 61st Ave. north of Bell Rd. and south of Greenbriar Dr.

Dear Neighbor,

This letter is to inform you that our office has been hired by the property owner to apply for a general plan amendment, rezoning, and preliminary plat application. The property consists of four different parcels and two parcels indicate a property address of 17300 N. 61st Ave. Glendale, AZ. 85308. This is on the west side of 61st Ave. half way between Bell Road and Greenbriar Drive in the Sahuaro Council District.

The planned residential community will include parcel #’s 200-48-022C, 200-48-022D, 200-48-022E, 200-48-022F. These four parcels combine to form a master site approximately 330’ by 655’ which equals 4.99 acres total. The parcels are currently zoned A-1 and C-O. To the north of the property is a storage yard, zoned A-1. To the west of the property is a storage/industrial uses, zoned A-1 and C-O. To the south is an access road to a cell tower site, zoned A-1 and an office building east of that residential property, zoned C-O. Across 61st Avenue, east of the subject site, is vacant land, the north portion having an approved preliminary site plan for approximately 3950 sq. ft. single family lots, called "Hartford Court".

The proposed development, "Windsor Court", consists of 24 residential lots with typical dimensions of 45’ wide with depths of 90-100’. Lot setbacks are designed to be 5’ on the side yards with 20’ feet in the back and 15’ feet in the front. The streets will be 50’ right-of-way, public streets with a 5’ sidewalk along both sides. The project includes 46,601 square feet of common area. Storm-water retention for the project is provided in two surface retention basins. Proposed zoning is Planned Residential Development (PRD).

The purpose of the request is to bring new housing product to this unique in-fill location. We seek to work closely with City planning staff and the neighborhood to create a balanced community. I have included a site plan with this letter for your review. A neighborhood meeting will take place at Greenbriar Elementary School on September 27th, 2018 at 6:00 pm. Comments and questions will be accepted at this time. If you are unable to attend, please write, email, or call me at the contact info provided above. You may also contact Paul Whalen with the City of Glendale at (623) 930-2597.

Sincerely,

Encl: Site Plan & Exhibit
Formal Neighborhood Meeting
Windsor Court
9/27/18
6:00 pm
Greenbriar Elementary

Meeting Minutes

6:00 pm

Meeting is started. Zack Pebler calls the meeting to begin. One person is in attendance. She explains she doesn't live in the buffer zone of the project and is just an interested faculty member at the school but does live in the area.

1. Janeen (last name or address) email: jcarlson03@cox.net

The project is introduced and explained.

6:05 pm

Paul Whalen, City Planner appears and Pebler makes introductions for the attendee and Mr. Whalen. We discuss the project and the city process to Janeen. She makes it clear she has no opposition and was just a curious mind.

Pebler discloses to Mr. Whalen, Mr. Don Hensley, address 17225 62nd Ave., which is contiguous to the project to the west called Pebler on Monday, September 10th to discuss his water line. The water line goes across the project property and feeds into his property. Pebler explained that city staff and Pebler are aware of this and has accommodated for it. Pebler explained that a 20 foot wide water easement line is reflected in the preliminary plat between Lots #6 and #7 to maintain the service. Mr. Hensley was satisfied at the resolution of the conversation.

6:10 pm

Mr. David Williams, Planning Administrator appears and Mr. Whalen introduces Pebler to Mr. Williams. Janeen is also is introduced. Janeen then exits while thanking us for our time and education on the matter.

6:45 pm

It is clear no other neighbors or concerned citizens will show. Meeting is adjourned.
7:58 pm

Pebler receives an email from Karen Hammer, address 17033 N. 63rd Ave. explaining they missed the meeting due to a schedule conflict. Attached is the full email conversation. It is just an overall update from the initial neighborhood meeting held 1/10/18

THESE MEETING MINUTES ARE DEEMED TO BE TRUTHFUL AND CORRECT BY THE OFFICE OF ZACHARY A PEBLER, PLLC. AND THE REPRESENTATIVE FROM THE COMPANY.

[Signature]
Name: Zachary Peler
Date: 1/26/18
From: Zachary Pebler <zapebler@aol.com>
To: karen <karen@flemingtrailers.com>
Subject: Re: West side of 61st Avenue north of Bell
Date: Fri, Sep 28, 2018 8:06 am

Karen,

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Moving forward, the project will come to a public vote at Planning Commission and City Council. I don’t have dates for those yet but you will be notified. I suspect it will be in the December month.
NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) GPA 18-05-4 ZON 18-06

Project Name: Windsor Court

I, Zachary Parks, certify that I am the authorized applicant/representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale’s Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

Applicant/Representative Signature: ________________________________

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 7th day of September, 2018.

My Commission Expires: 7/20/2026

Notary Public

KELLY M. STOUT
Notary Public - Arizona
Maricopa County
September 26, 2018

ZACHARY A PEBLER
PEBLER EQUITIES
2141 E BROADWAY RD #101
TEMPE, AZ 85282

Dear Mr. Pebler,

CalvaryPHX is a church of 5,000 members in the northwest valley. One of our campus locations is a 44,000 sf facility at 6060 W Bell Road in the Gateway Village Shopping Center. We are directly east of the southern part of your WINDSOR COURT project across 61st Avenue. We are pleased to see these plans and support this development as the best use of that vacant land.

I am writing to express our support for the project in case we cannot have a representative at the neighborhood meeting on September 27th. We hope that you are successful in bringing this welcome improvement to the area.

Best Regards,

Dan Holgate
Executive Pastor

J. Mark Martin, Pastor/Teacher
www.calvaryphx.com • 12612 N. Black Canyon Hwy • Phoenix, AZ 85029 • Phone (602) 973-4768 • calvary@calvaryphx.com
Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001

Glendale City Ordinance No. 2104 applies to applications for residential rezoning which will increase
the projected number of students for any school district’s attendance area. This includes applications
for rezoning which change zoning classifications from non-residential to residential and rezonings,
which change residential zoning classifications to a higher density classification.

To be completed by City Staff

City Application Number: GPA18-061 ZON18-061

City Staff Contact: Paul Wahlen
Telephone: (623) 830-2572

Property Address: 27700 W. Ave. 63 North of Bell Rd. South of Greendale

Property Size: .499 acres

Existing Zoning: C-0 & A-7
Proposed Zoning: E-1 & P-D

Existing Dwelling Unit Potential: Single Family: 2
Multi-Family: 0

Proposed # of Dwelling Units: Single Family: 24
Multi-Family: 0

Net Increase in Dwelling Units from Existing Zoning:
Single Family: 22
Multi-Family: 0

Affected School District(s):
Elementary: Deer Valley Unified
Middle:
High School:

Impacted School(s):
Elementary: Greendale
Middle:
High School: Deer Valley High

Applicant/Contact for Rezoning Application:

Address: 1411 E. Broadway Rd. #111
Tempe, AZ. 85284
Telephone: 480-321-8149
Fax:
Email: 2apeler@eaol.com

Sent for Certification to:
Referral Date:
Response Deadline:
Response Date:

If no response is received by this date, it will be assumed that there are adequate
school facilities for the proposed rezoning.
Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001

To Be Completed By School Official (Choose One)

1. X The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.

2. The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district’s attendance area affected by this residential rezoning request.

3. The school district has determined an existing or proposed charter school can provide adequate school facilities.

4. The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district’s attendance area affected by this residential rezoning request. Details of this agreement are not required.

5. The school does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

A. School Site
B. Academic Classroom Space
C. Classroom Fixtures and Equipment
D. Libraries and Media Centers
E. Auditoriums and Multipurpose Rooms
F. Technology
G. Transportation
H. Science Facilities
I. Arts Facilities
J. Vocational Educational Education Facilities
K. Physical Education-Comprehensive Health Program
L. Other School Facility Areas and Equipment
   a. Compliance with Building Codes
   b. Building Systems
   c. Building Soundness
   d. Minimum Gross Square Footage
   e. Critical Health or Safety Issues

School District

Representative Name (Please Print) JAMES M. MILLER
Representative Signature
t
Title Deputy Superintendent Date 8/31/2008 Application No. GPA-12-08

The completed Certification of Adequate School Facilities should be forwarded to:

Planner Name, Title – Paul Warren, Senior Planner
City of Glendale Planning
5850 West Glendale Avenue, Suite 212
Glendale, Arizona 85301
STATEMENT OF SUPPORT
“Windsor Court” – 61st Ave. & Bell Rd.

I am in support of the proposed Minor General Plan Amendment, Rezoning, and Preliminary Plat request for approximately 4.99 gross acres located at 17200 N. 61st Avenue on the west side of 61st Avenue and north of Bell Road in Glendale, AZ. It is my understanding that the rezoning request, if approved, will allow for the development of a quality 24-lot single-family residential community with a total density of 4.8 du/acre.

I have taken the time to review and understand the proposed project and rezoning. I am a resident or property owner of Glendale, AZ and live adjacent to or near the project site. I believe the proposed density and community design will not burden the neighborhood and fits appropriately with the existing development in the area.

Signature  
Printed Name Don C. Hensley
Street Address 17225 N 63rd Ave
City Glendale Zip Code 85308
Phone Number 602-826-9531
Email dhensley@forrestanderson.net
Date 11-6-2018
STATEMENT OF SUPPORT
“Windsor Court” – 61ST Ave. & Bell Rd.

I am in support of the proposed Minor General Plan Amendment, Rezoning, and Preliminary Plat request for approximately 4.99 gross acres located at 17200 N. 61ST Avenue on the west side of 61ST Avenue and north of Bell Road in Glendale, AZ. It is my understanding that the rezoning request, if approved, will allow for the development of a quality 24-lot single-family residential community with a total density of 4.8 du/acre.

I have taken the time to review and understand the proposed project and rezoning. I am a resident or property owner of Glendale, AZ and live adjacent to or near the project site. I believe the proposed density and community design will not burden the neighborhood and fits appropriately with the existing development in the area.

Signature: [Signature]

Printed Name: Jim Carlson

Street Address: 7725 East Evans Road

City: Scottsdale, AZ  85260

Phone Number: (480) 505-4600

Email: jcarlson@newmarkhomes-az.com

Date: 11/07/2018
September 26, 2018

ZACHARY A PEBLER
PEBLER EQUITIES
2141 E BROADWAY RD #101
TEMPE, AZ 85282

Dear Mr. Pebler,

CalvaryPHX is a church of 5,000 members in the northwest valley. One of our campus locations is a 44,000 sf facility at 6060 W Bell Road in the Gateway Village Shopping Center. We are directly east of the southern part of your WINDSOR COURT project across 61st Avenue. We are pleased to see these plans and support this development as the best use of that vacant land.

I am writing to express our support for the project in case we cannot have a representative at the neighborhood meeting on September 27th. We hope that you are successful in bringing this welcome improvement to the area.

Best Regards,

[Signature]

Dan Holgate
Executive Pastor
GENERAL PLAN AMENDMENT FROM LDR 1 (LOW DENSITY RESIDENTIAL, 0-1 DU/AC) TO MDR 5 (MEDIUM DENSITY RESIDENTIAL, 3.5-5 DU/AC).
REQUEST
REZONE FROM A-1 (AGRICULTURAL) TO R1-6 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT).

LOCATION
17200 N. 61ST AVENUE
Aerial Date: May 2017

WINDSOR COURT
GENERAL PLAN AMENDMENT & REZONING
(GPA18-05 & ZON18-06)
Subject

*ORDINANCE NO. O19-12

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING ZONING TEXT AMENDMENT ZTA18-04 FOR MEDICAL MARIJUANA DISPENSARIES AND AMENDING THE ZONING ORDINANCE AS FOLLOWS: ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS); PROVIDING FOR SEVERABILITY, SETTING FORTH AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THE ORDINANCE BE RECORDED.

Presented by: David Williams, AICP, Planning Administrator

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance amending Article 7 of the Zoning Ordinance concerning Medical Marijuana Dispensaries. This Zoning Text Amendment is intended to permit Medical Marijuana deliveries from dispensaries located within the City of Glendale. The Police Department has provided information regarding concerns with permitting this activity in Glendale.

Background

The Zoning Text Amendment (ZTA), proposed by Justin Schudel, of Supurb, is a proposed change which would permit off-site delivery by Medical Marijuana Dispensaries. Supurb is a provider of services to the medical marijuana industry. The proposed revisions to each section are outlined below and each section of the ordinance is attached with the proposed revisions in legislative format.

Section number 7.802 Medical Marijuana Dispensary

J. Off-site delivery is prohibited permissible only if the dispensary maintains and accurately practices procedures and policies that fully comply with A.R.S. Title 36, Chapter 28.1 and Arizona Administrative Code Title 9, Chapter 17, or their successor statutes and rules, if any,

Analysis
Zoning Text Amendment application ZTA18-04 proposes to permit off-site deliveries by Medical Marijuana Dispensaries located in Glendale. The Zoning Text Amendment would apply city-wide.

- This amendment will address a specific issue which continues to be of interest to a specific portion of the community.
- There has been a significant increase in eligible patients licensed by the State of Arizona Department of Health Services over the last 5 years and a significant increase in Medical Marijuana purchased during the last five years.
- The proposed amendment will allow a use which is presently occurring by other businesses located outside of Glendale doing business in Glendale.
- Existing Medical Marijuana Dispensaries within the City of Glendale have been operating in the City of Glendale for five years with no issues or detrimental impacts.
- The proposed amendment may accommodate diverse patient needs.
- Planning Commission recommended approval of this Zoning Text Amendment at their December 6, 2018 meeting by a vote of 6 to 1.

Previous Related Council Action
On March 27, 2018, the City Council amended the regulations for dispensary building size and hours of operation for Medical Marijuana Dispensaries. On February 22, 2011, City Council established reasonable zoning regulations for Medical Marijuana.

Proposition 203, the Arizona Medical Marijuana Act, was on the November 2, 2010 statewide ballot. The measure was approved by Arizona voters. Municipalities could create reasonable zoning regulations concerning the locations of the dispensaries within their jurisdictions. The League of Arizona Cities & Towns developed a model ordinance for cities and towns to adopt reasonable zoning restrictions for medical marijuana dispensaries. To implement Proposition 203, the Planning Division used the model ordinance as a guide and worked with other departments to create a Zoning Text Amendment for Medical Marijuana.

Community Benefit/Public Involvement
On May 24, 2018 the applicant mailed notification letters to all interested parties on the city’s interested parties lists inviting them to three neighborhood meetings. The neighborhood meetings were held on June 11, 2018 at the Glendale Main Library, on June 13, 2018 at the Glendale Airport, and on June 18, 2018 at the Foothills Recreation and Aquatic Center.

Staff received two emails in opposition to the request. The applicant also provided numerous signatures of persons supporting the request.

At the main library two people attended; at the Glendale Airport no one attended; and at the Foothills Recreation and Aquatic Center five people attended. Comments and questions received at the neighborhood meetings are included in the attached Citizen Participation Final Report.

No citizens, other than the applicant, spoke concerning this item at the Planning Commission public hearing.

Attachments
ORDINANCE NO. O19-12

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING ZONING TEXT AMENDMENT ZTA18-04 FOR MEDICAL MARIJUANA DISPENSARIES AND AMENDING THE ZONING ORDINANCE AS FOLLOWS: ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS); PROVIDING FOR SEVERABILITY, SETTING FORTH AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

WHEREAS, the City of Glendale Planning Commission held a public hearing on December 6, 2018 in zoning text amendment case ZTA18-04 in the manner prescribed by law for the purpose of amending various sections of the Zoning Ordinance for Medical Marijuana Dispensaries, and

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law including publication of such notice in The Glendale Star on November 15, 2018; and

WHEREAS, the City of Glendale Planning Commission has recommended to the mayor and the council approval of the zoning text amendment and the mayor and the council desire to accept such recommendation and amend various sections of the zoning ordinance.

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

SECTION 1. That the Zoning Ordinance of the City of Glendale, Arizona, Article 7 (General Development Standards), Section 7.800 Medical Marijuana is amended to read as follows:

7.802 Medical Marijuana Dispensary.

... J. Off-site delivery is prohibited permissible only if the dispensary maintains and accurately practices procedures and policies that fully comply with A.R.S. Title 36, Chapter 28.1 and Arizona Administrative Code Title 9, Chapter 17, or their successor statutes and rules, if any.

...

SECTION 2. 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.

[Additions are indicated by underline; deletions by strikeout.]
SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder’s Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of January, 2019.

__________________________
Mayor Jerry P. Weiers

ATTEST:

__________________________
Julie K. Bower, City Clerk       (SEAL)

APPROVED AS TO FORM:

__________________________
Michael D. Bailey, City Attorney

REVIEWED BY:

__________________________
Kevin R. Phelps, City Manager

[Additions are indicated by underline; deletions by strikethrough.]
SUBJECT
ZONING TEXT AMENDMENT ZTA18-04- MEDICAL MARIJUANA DELIVERIES: This is a request by Justin Schudel of Supurb Solutions LLC to adopt a new Zoning Text Amendment (ZTA) pertaining to the regulation of Medical Marijuana Dispensaries. This will apply city-wide for properties that have the appropriate zoning for Medical Marijuana Dispensaries. Staff Contact: Thomas Ritz, AICP, Senior Planner 623-930-2588.

REQUEST
Amend Section 7.802.J. of the Zoning Ordinance.

APPLICANT/OWNER
Justin Schudel, Supurb Solutions LLC.

REQUIRED ACTION
The Planning Commission must conduct a public hearing and make a recommendation to the City Council regarding the adoption of the proposed zoning code text amendment.

BACKGROUND INFORMATION
DETAILS OF THE REQUEST

The proposed change would permit off-site delivery by Medical Marijuana Dispensaries. The proposed revisions to each section are outlined below and each section of the ordinance is attached with the proposed revisions in legislative format.

Section number 7.802 Medical Marijuana Dispensary

- J. Off-site delivery is prohibited permissible only if the dispensary maintains and accurately practices procedures and policies that fully comply with A.R.S. Title 36, Chapter 28.1 and Arizona Administrative Code Title 9, Chapter 17, or their successor statutes and rules, if any.

CITIZEN PARTICIPATION TO DATE:
Applicant’s Citizen Participation Process:

On May 24, 2018 the applicant mailed notification letters to all interested parties on all the city’s interested parties list inviting them to three neighborhood meetings. The neighborhood meetings were held on June 11, 2018 at the Glendale Main Library, on June 13, 2018 at the Glendale Airport, and on June 18, 2018 at the Foothills Recreation and Aquatic Center.

Staff received two emails in opposition to the request. The applicant also provided numerous signatures of persons supporting the request.

At the main library two people attended, at the Glendale Airport no one attended, and at Foothills Recreation and Aquatic Center five attended.

Comments and questions received at the neighborhood meetings are included in the Citizen Participation Final Report. The applicant’s Citizen Participation Final Report is attached.

Planning Commission Public Hearing:

A Notice of Public Hearing was published in The Glendale Star on November 15, 2018. Notification postcards of the public hearing were mailed to interested parties on November 16, 2018.

STAFF FINDINGS AND ANALYSIS

Analysis:

- The process for amending the existing regulations concerning this use can be achieved through the adoption of this Zoning Text Amendment.
- The Zoning Text Amendment process offers additional citizen participation opportunities where citizens could provide input regarding the requested amendments;
- Following Planning Commission consideration of this proposal, the proposed Zoning Text Amendment will be forwarded to City Council for consideration.
- This amendment will address a specific issue which continues to be of interest to the community.
- There has been a significant increase in eligible patients licensed by the State of Arizona Department of Health Services over the last 5 years;
- There has been a significant increase in Medical Marijuana purchased during the last five years.

Findings:

- The amendment is consistent with the policies and objectives of the General Plan;
- The proposed amendment will allow a use which is presently occurring by other businesses doing business in Glendale.
- The proposed amendment supports the City’s goals of business attraction, business expansion and retention, redevelopment including downtown revitalization, and business assistance;
- Existing Medical Marijuana Dispensaries within the City of Glendale have been operating in the City of Glendale for five years with no issues or detrimental impacts.
The proposed amendment will not deteriorate the overall community environment and may accommodate diverse lifestyles.

RECOMMENDATION
The Planning Commission must conduct a public hearing and determine if this request is consistent with the General Plan and other adopted policies and goals.

PROPOSED MOTION
Move to recommend approval of ZTA18-04.

Attachments

- Proposed Ordinance
- Narrative
- Citizen Participation
ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE ZONING ORDINANCE OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING ZONING TEXT AMENDMENT ZTA18-04 FOR MEDICAL MARIJUANA DISPENSARIES AND AMENDING THE ZONING ORDINANCE AS FOLLOWS: ARTICLE 7 (GENERAL DEVELOPMENT STANDARDS); PROVIDING FOR SEVERABILITY, SETTING FORTH AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

WHEREAS, the City of Glendale Planning Commission held a public hearing on December 6, 2018 in zoning text amendment case ZTA18-04 in the manner prescribed by law for the purpose of amending various sections of the Zoning Ordinance for Medical Marijuana Dispensaries, and

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law including publication of such notice in {The Glendale Star} on November 15, 2018; and

WHEREAS, the City of Glendale Planning Commission has recommended to the mayor and the council approval of the zoning text amendment; as aforesaid and the mayor and the council desire to accept such recommendation and amend various sections of the zoning ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the Zoning Ordinance of the City of Glendale, Arizona, Article 7 (General Development Standards), Section 7.800 Medical Marijuana is hereby amended to read as follows:

7.802 Medical Marijuana Dispensary.

... J. Off-site delivery is prohibited permissible only if the dispensary maintains and accurately practices procedures and policies that fully comply with A.R.S. Title 36, Chapter 28.1 and Arizona Administrative Code Title 9, Chapter 17, or their successor statutes and rules, if any.

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SECTION 2. 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.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder’s Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of ________________, 2019.

__________________________________
Mayor Jerry P. Weiers

ATTEST:

_____________________________
Julie K. Bower, City Clerk

APPROVED AS TO FORM:

_____________________________
Michael D. Bailey, City Attorney

REVIEWED BY:

_____________________________
Kevin R. Phelps, City Manager
Zoning Text Amendment Materials

August 24, 2018

Project Name: Medical Marijuana Delivery Zoning Text Amendment
Location: City wide
Application #: ZTA18-04
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5. **Final Citizen Participation Plan** ............................... Pg. 9  
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     - Notification  
   - Who’s Affected  
   - Addressing Concerns  
     - Notification  
   - Glendale Notification Letter
PROJECT NARRATIVE

The Problem:

The city of Glendale currently does not allow the state licensed dispensaries that reside inside its city limits to deliver and give their patients another, convenient way to obtain their medicine. In addition, dispensaries in neighboring cities can deliver into Glendale legally thus neighboring cities capture the origin-based tax revenues from the deliveries into Glendale while the deliveries also might not be on Glendale’s terms.

Neighboring Cities Delivering: Phoenix / Scottsdale / Tempe / Paradise Valley / Sun City

Proposed Text Amendment:

Suggested Strike-through to language of Section 7.802 (J): "off-site delivery is prohibited."

Suggested Amendment to language of Section 7.802 (J): "off-site delivery is permissible only if the dispensary maintains and accurately practices procedures and policies that full comply with A.R.S Title 36, Chapter 28.1 and Arizona Administrative Code Title 9, Chapter 17, or their successor statuses and rules, if any."
REASONS PATIENTS REQUIRE DELIVERY

Reasons that patients require delivery includes but is not limited to:

• Bed-ridden
• Immobile
• Sick
• Privacy
• No transportation
• Time reasons
• Convenience
• Safety
COMPLIANCE

The State’s Guideline For Delivery:

Under statutes and rules, a dispensary is required to verify:

A. The validity of the qualifying patient’s registry identification card through entry of appropriate information into the mmj electronic verification system prior to consenting to delivery.

B. That the amount of mmj the qualifying patient is requesting would not cause the qualifying patient to exceed the limit on obtaining no more than two and one-half ounces of medical marijuana during any 14-calendar-day period prior to consenting to delivery, and

C. The identity of the qualifying patient prior to relinquishing possession of the mmj and any appropriate patient education and support materials offered. (A.R.S. 36-2806.02 & A.A.C. R9-17-314)

D. For transactions taking place at a location other than the dispensary, a dispensary should verify this information once more at the time and location of the transaction.

The Dispensary Agent is required to document the following:

- Amount dispensed
- The patient
- Date/time
- Dispensary Agent’s and Dispensary’s registry identification number
- Entry into point of sale
- Entry on the patient’s state record

A Dispensary is also Required:

- Complete and maintain a trip plan
- Utilize a vehicle without any medical marijuana identification
- Maintain a means of communication with the dispensary and driver
- Ensure the products are not visible and sealed
OVERALL IMPACT

**Benefit to Glendale, AZ:**

Creating Economic Growth for Glendale, AZ and Making MMJ Medicine Delivery Safe

- Increased City of Glendale Revenues from origin based tax sales
- Decrease in people smoking and driving = reduced DUIs
- Easier accessibility for patients to receive their medicine
- AZDHS approved!
  - Supurb System = increased safety and transparency
  - Proven track record with 0 incidents
  - Less foot traffic in commercial areas
TESTIMONIALS

The below reviews and feedback are from verified users on google

Edda Pine
1 review
⭐⭐⭐⭐⭐ 9 months ago
This service is a great idea for people with disabilities... It's very difficult for me to make my way to the dispensaries sometimes but with you guys... I can get all my medication brought straight to me wherever I am at and I really want you to know I appreciate your services!! It might not be for everyone but it makes my life easier, Thank you Supurb!! I will do what I can to help spread the word :)

Doreen Barrett
1 review
⭐⭐⭐⭐⭐ 9 months ago
so discrete and personal! really felt comfortable

Like

Daniel Martin
1 review
⭐⭐⭐⭐⭐ 8 months ago
Supurb has been an incredible help. I find it very difficult to make it out of bed due to my disability and this company has made it much easier for me to get my meds. Thank you so much!

John Long
1 review
⭐⭐⭐⭐⭐ 5 months ago
Having a delivery service that carries meds from state dispensaries is a God send. Such a great service.

Like

Pat Gross
1 review
⭐⭐⭐⭐⭐ 5 months ago
Getting delivers really allows me to make more time in my day, and as a busy college student time is very important.

Like
Additional testimonials sent by email and interviewed on Fox10:

FINAL CITIZEN PARTICIPATION PLAN

Description of Proposed Project: MMJ delivery zoning text amendment.

Proposed Change:

City of Glendale: Zoning Text Amendment / Ordinance Amendments for Medical Marijuana.
Section 7.802 (J): "off-site delivery is prohibited."

Suggested Strike-through to language of Section 7.802 (J): "off-site delivery is prohibited."

Suggested Amendment to language of Section 7.802 (J): "off-site delivery is permissible only if the dispensary maintains and accurately practices procedures and policies that fully comply with A.R.S Title 36, Chapter 28.1 and Arizona Administrative Code Title 9, Chapter 17, or their successor statuses and rules, if any."

Dates Notification Letters Were Sent: 5/24/18

Public Notification Technique: three city wide neighborhood meetings.

Dates and Locations of Neighborhood Meetings:
1. Glendale Public Library: 5959 W Brown St. Glendale, AZ 85302: Small Room – 6/11/18 at 6:00pm
2. Glendale Airport: 6801 N Glen Harbor Blvd. Glendale, AZ 85307: Suite #201 – 6/13/18 at 6:00pm
3. Glendale Foothills Recreation & Aquatic Center: 5600 W Union Hills Dr. Glendale, AZ 85308: Gecko Room – 6/18/18 at 6:00pm

**Notification:** Interested Parties List/Additional Notification List:

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<tr>
<th>CACTUS INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT</th>
<th>A.J. BABINEAU</th>
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<td>DANIEL STREYLE</td>
<td>VERMILION IDG STE 210</td>
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### ZONING TEXT AMENDMENT MATERIALS

#### SAHUARO INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT

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<tr>
<td>LARRY ROVEY</td>
<td>8383 W COTTON BLOSSOM TR</td>
<td>GLENDALE</td>
<td>85305</td>
</tr>
<tr>
<td>DIANE ESTERLY</td>
<td>4801 WEST CHERYL DRIVE</td>
<td>GLENDALE</td>
<td>85302</td>
</tr>
</tbody>
</table>

#### YUCCA INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>KAREN ABORENE</td>
<td>7318 WEST GRIFFIN AVE</td>
<td>GLENDALE</td>
<td>85303</td>
</tr>
<tr>
<td>A.J. BABINEAU</td>
<td>4815 WEST COCHISE DR</td>
<td>GLENDALE</td>
<td>85302</td>
</tr>
<tr>
<td>STEVEN E. FRATE</td>
<td>PO BOX 6265</td>
<td>GLENDALE</td>
<td>85312</td>
</tr>
<tr>
<td>WENDY DAVY</td>
<td>PEORIA UNIFIED SCH DIST</td>
<td>GLENDALE</td>
<td>85305</td>
</tr>
<tr>
<td>JOYCE CLARK</td>
<td>8628 WEST CAVALIER DR</td>
<td>GLENDALE</td>
<td>85305</td>
</tr>
<tr>
<td>JOHN KOLODZIEJ</td>
<td>6258 NORTH 88TH LANE</td>
<td>GLENDALE</td>
<td>85305</td>
</tr>
<tr>
<td>MARY SMITH</td>
<td>8968 WEST CITRUS WAY</td>
<td>GLENDALE</td>
<td>85305</td>
</tr>
<tr>
<td>TOM TRAW</td>
<td>6024 NORTH 83RD AVENUE</td>
<td>GLENDALE</td>
<td>85303</td>
</tr>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>HARRIET AGIUS</td>
<td>7132 WEST GROVERS AVE</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>A.J. BABINEAU</td>
<td>4815 WEST COCHISE DR</td>
<td>GLENDALE AZ 85302</td>
</tr>
<tr>
<td>JANE BACHMANN</td>
<td>8213 NORTH 51ST DRIVE</td>
<td>GLENDALE AZ 85302</td>
</tr>
<tr>
<td>MIKE DEPINTO</td>
<td>6507 WEST SHAW BUTTE DR</td>
<td>GLENDALE AZ 85304-2414</td>
</tr>
<tr>
<td>STEVEN E. FRATE</td>
<td>PO BOX 6265</td>
<td>GLENDALE AZ 85312</td>
</tr>
<tr>
<td>DENNIS GERHARD</td>
<td>10613 NORTH 48TH AVE</td>
<td>GLENDALE AZ 85304</td>
</tr>
<tr>
<td>AL LENOX</td>
<td>5130 W EL CAMINITO DRIVE</td>
<td>GLENDALE AZ 85302</td>
</tr>
<tr>
<td>JACK MARTINO</td>
<td>7407 NORTH 75TH DR</td>
<td>GLENDALE AZ 85303</td>
</tr>
<tr>
<td>WENDY DAVY</td>
<td>PEORIA UNIFIED SCH DIST.</td>
<td>GLENDALE, AZ 85306</td>
</tr>
<tr>
<td>DIANE ESTERLY</td>
<td>4801 WEST CHERYL DRIVE</td>
<td>GLENDALE AZ 85302</td>
</tr>
</tbody>
</table>

### CHOLLA INTERESTED PARTIES NOTIFICATION LIST FOR PROPOSED DEVELOPMENT

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</tr>
</thead>
<tbody>
<tr>
<td>HARRIET AGIUS</td>
<td>7132 WEST GROVERS AVE</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>A.J. BABINEAU</td>
<td>4815 WEST COCHISE DR</td>
<td>GLENDALE AZ 85302</td>
</tr>
<tr>
<td>CATHY CHESHIER</td>
<td>5896 WEST DEL LAGO CIR</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>MIKE DEPINTO</td>
<td>6507 W SHAW BUTTE DR</td>
<td>GLENDALE AZ 85304-2414</td>
</tr>
<tr>
<td>ARTHUR DOBBLELAERE</td>
<td>19956 NORTH 76TH AVE</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>STEVEN E. FRATE</td>
<td>PO BOX 6265</td>
<td>GLENDALE AZ 85312</td>
</tr>
<tr>
<td>JOHN AND SUE JONES</td>
<td>18658 NORTH 78TH DRIVE</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>JACK MARTINO</td>
<td>7407 NORTH 75TH DR</td>
<td>GLENDALE AZ 85303</td>
</tr>
<tr>
<td>WENDY DAVY</td>
<td>PEORIA UNIFIED SCH DIST.</td>
<td>GLENDALE, AZ 85306</td>
</tr>
<tr>
<td>WILLIAM RAY</td>
<td>7305 W ANGELA DRIVE</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>ELAINE SCRUGGS</td>
<td>21656 NORTH 58TH DR</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>LAUREN TOLMACHOFF</td>
<td>6820 W SONNET DRIVE</td>
<td>GLENDALE AZ 85308</td>
</tr>
<tr>
<td>DIANE ESTERLY</td>
<td>4801 WEST CHERYL DRIVE</td>
<td>GLENDALE AZ 85302</td>
</tr>
</tbody>
</table>
Additional Notification List:

City of Glendale Mayor’s Office  
Mayor Weiers  
5850 W. Glendale Avenue  
Glendale, AZ  85301

City of Glendale Council Office  
Councilmember Aldama  
5850 W. Glendale Avenue  
Glendale, AZ  85301

City of Glendale Council Office  
Vice-Mayor Hugh  
5850 W. Glendale Avenue  
Glendale, AZ  85301

City of Glendale Council Office  
Councilmember Malnar  
5850 W. Glendale Avenue  
Glendale, AZ  85301

Thomas Ritz, Senior Planner  
Planning  
5850 W. Glendale Ave., Suite 212  
Glendale, AZ  85301

City of Glendale Council Office  
Glendale City Council Office  
Councilmember Clark  
5850 W. Glendale Avenue  
Glendale, AZ  85301

City of Glendale Council Office  
Glendale City Council Office  
Councilmember Turner  
5850 W. Glendale Avenue  
Glendale, AZ  85301

City of Glendale Council Office  
Glendale City Council Office  
Councilmember Tolmachoff  
5850 W. Glendale Avenue  
Glendale, AZ  85301

Diana Figueroa, Management Asst.  
Planning  
5850 W. Glendale Ave., Suite 212  
Glendale, AZ  85301

Total Number of Individuals Noticed and Number Who Participated in the Process: ~48

Who will be Affected by this Proposal: The City of Glendale, state licensed MMJ card holders residing in Glendale, Glendale dispensary owners (Paul Perez – owner of Glendale Greenhouse) / Sheraz Warrich (owner of Nirvana Center Glendale).

Reflection: After reflecting on the comments and concerns of the affected people, I believe that this language text provides Glendale’s citizens with a proven, safe, accountable way to obtain medicine and provide complete transparency through the entire process going above and beyond State requirements. It also provides the City of Glendale with all the origin-based tax revenues that are currently being lost to neighboring cities delivering into Glendale.

Notifying after the Notification Letter: Individuals will have the opportunity to discuss the proposal if issues or questions arrive by either writing, emailing the contact information on the original notification letter. If there are any changes or amendments to the proposed text amendment, a follow up notification letter will be sent.
Keeping Planning Up-to-Date: I plan to keep in constant communication via email and provide updates as we complete our CP efforts.

Date Schedule:
- Date CP submitted to project planner: 5/22/18
- Estimated plan implementation: 5/23/18
- Amount of time allowed for citizen input after implementation: 1 week
- Submittal of CP final report: 6/25/18

Questions/Concerns from Participants and Addressing Those Questions/Concerns:
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Another question was what regulatory agency governs this all: Answer is AZDHS (Arizona Health Dept.). They perform monthly checks and audits to make sure regulations are being upheld. They are familiar with deliveries and approve.
Another question was what other jurisdictions allow delivery? Answer is everywhere except Glendale, Avondale, Gilbert, Chandler.

Mailing List: attached as an Appendix.
## APPENDIX

### Notification List:

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<thead>
<tr>
<th>Name</th>
<th>Address 1</th>
<th>Address 2</th>
<th>Town</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Frate</td>
<td>PO Box 6265</td>
<td>7407 N. 75th Dr.</td>
<td>Glendale, AZ 85303</td>
</tr>
<tr>
<td>Wendy Davis</td>
<td>Peoria Unified Sch Dist. 6330 W. Thunderbird Rd.</td>
<td>Gary Hirsch 4502 W. Echo Ln.</td>
<td>Glendale, AZ 85302</td>
</tr>
<tr>
<td>James Lavigne</td>
<td>10227 N. 52nd Ave.</td>
<td>Diane Esterly 4801 W. Cheryl Dr.</td>
<td>Glendale, AZ 85302</td>
</tr>
<tr>
<td>Jack Gallegos</td>
<td>5734 W. Belmont Ave.</td>
<td>Mel Smith PO Box 12572</td>
<td>Glendale, AZ 85318</td>
</tr>
<tr>
<td>Dennis Gerhard</td>
<td>10613 N. 48th Ave.</td>
<td>John &amp; Sue Jones 18658 N. 78th Dr.</td>
<td>Glendale, AZ 85308</td>
</tr>
<tr>
<td>David Moreno</td>
<td>8387 W. Denton Ln.</td>
<td>William Ray 7305 W. Angela Dr.</td>
<td>Glendale, AZ 85308</td>
</tr>
<tr>
<td>Rick Harper</td>
<td>5335 W. Bloomfield Rd.</td>
<td>John Kolodziej 6258 N. 88th Ln</td>
<td>Glendale, AZ 85305</td>
</tr>
<tr>
<td>David Penilla</td>
<td>5760 W. Lakespur Dr.</td>
<td>Elaine Scruggs 21656 N. 58th Dr.</td>
<td>Glendale, AZ 85308</td>
</tr>
<tr>
<td>Arthur Dobbeliaere</td>
<td>19956 N. 76th Ave.</td>
<td>Al Lenox 5130 W. El Caminito Dr.</td>
<td>Glendale, AZ 85302</td>
</tr>
<tr>
<td>Daniel Streyle</td>
<td>Vermilion IDG STE 210 3131 E. Camelback Rd. Phoenix, AZ 85016</td>
<td>Larry Rovey 8383 W. Cotton Blossom Tr.</td>
<td>Glendale, AZ 85305</td>
</tr>
<tr>
<td>Jane Bachmann</td>
<td>8213 N. 51st Dr.</td>
<td>Cathy Cheshier 5896 W. Del Lago Circle</td>
<td>Glendale, AZ 85308</td>
</tr>
<tr>
<td>Michael Socaciu</td>
<td>8574 W. Berridge Ln.</td>
<td>Mary Smith 8968 W. Citrus Way</td>
<td>Glendale, AZ 85305</td>
</tr>
<tr>
<td>Larry Rovey</td>
<td>8383 W. Cotton Blossom Tr.</td>
<td>Harriet Agius 7132 W. Grovers Ave.</td>
<td>Glendale, AZ 85308</td>
</tr>
<tr>
<td>Cathy Cheshier</td>
<td>5896 W. Del Lago Circle</td>
<td>Lauren Tolmachoff 6820 W. Sonnet Dr.</td>
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5850 W. Glendale Avenue
Glendale, AZ  85301

Diana Figueroa, Management Asst.
Planning
5850 W. Glendale Ave., Suite 212
Glendale, AZ  85301
GLENDALE NOTIFICATION LETTER

Thursday, May 24, 2018

Justin Schudel
1834 E. Baseline Rd. #201
Tempe AZ 85283
541-760-2965
justin@supurb.com

Subject: Medical Marijuana Delivery Zoning Text Amendment

Dear Neighbor:

This letter is to inform you that I am applying for a medical marijuana delivery zoning text amendment with the City of Glendale to permit medical marijuana delivery by amending the existing zoning ordinance code Section 7.802 (J) concerning medical marijuana dispensaries.

Strike-through to language of Section 7.802 (J): "off-site delivery is prohibited."
Suggested Amendment to language of Section 7.802 (J): "off-site delivery is permissible only if the dispensary maintains and accurately practices operating procedures and policies that fully comply with A.R.S Title 36, Chapter 28.1 and Arizona Administrative Code Title 9, Chapter 17."

Three neighborhood meetings will take place:
1. Glendale Public Library: 5959 W Brown St. Glendale, AZ 85302: Small Room – 6/11/18 at 6:00pm
2. Glendale Airport: 6801 N Glen Harbor Blvd. Glendale, AZ 85307: Suite #201 – 6/13/18 at 6:00pm
3. Glendale Foothills Recreation & Aquatic Center: 5600 W Union Hills Dr. Glendale, AZ 85308: Gecko Room – 6/18/18 at 6:00pm

Comments and questions will be accepted at this time. If you are unable to attend, please write, call or email me at the contact information above. You may also contact Thomas Ritz with the City of Glendale at 623-930-2588 or tritz@glendaleaz.com.

Sincerely,

Justin Schudel
ADDITIONAL QUESTIONS?

Please feel free to contact us directly. I’m happy to answer any questions or supply additional information if necessary.

Justin Schudel
Justin@supurb.com
(541) 760-2965
FINAL CITIZEN PARTICIPATION PLAN

Description of Proposed Project: MMJ delivery zoning text amendment.
Proposed Change:

City of Glendale: Zoning Text Amendment / Ordinance Amendments for Medical Marijuana.
Section 7.802 (J): "off-site delivery is prohibited."

Suggested Strike-through to language of Section 7.802 (J): "off-site delivery is prohibited."

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Dates Notification Letters Were Sent: 5/24/18

Public Notification Technique: three city wide neighborhood meetings.

Dates and Locations of Neighborhood Meetings:
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Sincerely,

Justin Schudel
ADDITIONAL QUESTIONS?

Please feel free to contact us directly. I’m happy to answer any questions or supply additional information if necessary.

Justin Schudel
Justin@supurb.com
(541) 760-2965
AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF GLENDALE, ARIZONA GENERAL OBLIGATION BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF PROVIDING FUNDS TO PAY ALL OR A PORTION OF THE COSTS OF CERTAIN PROJECTS OF THE CITY AND TO PAY ALL NECESSARY LEGAL, FINANCIAL, ARCHITECTURAL, ENGINEERING AND OTHER COSTS IN CONNECTION THEREWITH; PROVIDING FOR THE SALE OF SAID BONDS; AUTHORIZING THE EXECUTION OF A BOND REGISTRAR AND PAYING AGENT AGREEMENT; AUTHORIZING AN OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE UNDERTAKING AND CERTAIN OTHER DOCUMENTS AND THE TAKING OF CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE.

Presented By: Vicki Rios, Director, Budget and Finance
Guest Presenter: Kurt Freund, Managing Director, RBC Capital Markets, LLC
Bill DeHaan, Shareholder, Greenberg Traurig, LLP

Purpose and Recommended Action
This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing and providing for the issuance and sale of City of Glendale, Arizona General Obligation Bonds in one or more series and authorizing the City Manager, Assistant City Manager or Director of Budget and Finance to execute all necessary documents in connection with the bond issuance. Representatives from RBC Capital Markets, LLC, the city’s Financial Advisor, and Greenberg Traurig, LLP, the city’s Bond Counsel will be available for questions.

Background
General Obligation (G.O.) bonds are a common form of capital improvement financing used in Arizona and around the country. The City issues G.O. bonds to provide funds for the acquisition and construction of major City-owned facilities. City of Glendale G.O. bonds have been issued for both general governmental (non-enterprise) and enterprise activities.

G.O. bonds pledge the full faith and credit of the City and general governmental G.O. bonds are repaid through the levy of secondary property taxes while enterprise supported G.O. bonds are repaid from enterprise user fees. There is currently no enterprise supported G.O. bonds outstanding. G.O. bonds can only be issued if authorized through a bond election.

Analysis
Currently, six series of G.O. bonds are outstanding, totaling $146,985,000 which financed various projects consistent with voter authorization. If approved, this authorization would be taken from the 1999 Cultural Facility, 1999 Governmental Facilities, 1999 Open Spaces, 1999 Public Safety Facilities, 2007 Streets and Parking Facilities, 2007 Flood Control, 2007 Public Safety, and 2007 Parks and Recreation authorizations in a par amount not to exceed $15,800,000. The proceeds from the bond sale will be used to pay all or portion of the costs of certain projects of the City and to pay all necessary legal, financial, architectural, engineering and contingent costs in connection with the bond issuance.

The 1999 Cultural Facility authorization has remaining authorization of $13,721,248 and can be used for planning, acquiring, repairing and restoring historic properties, and acquiring land and interests therein as may be needed for such facilities and purposes.

The 1999 Governmental Facilities authorization has remaining authorization of $24,000,000 and can be used for planning and constructing a new public works operations center, acquiring or constructing additional City buildings and facilities, planning, acquiring or constructing a tourism visitor center, additional restrooms and related infrastructure throughout the City, and acquiring land and interests therein as may be needed for such facilities and purposes.

The 1999 Open Spaces authorization has remaining authorization of $50,525,000 and can be used for planning and acquiring land and interests therein for preservation of open space, planning, acquiring and constructing multiuse trails and linear parks, including but not limited to lighted walkways, play areas, benches, amphitheater, artwork, fountains, landscaping and equestrian trails, and acquiring land and interests therein as may be needed for such facilities and purposes.

The 1999 Public Safety Facilities authorization has remaining authorization of $387,310 and can be used for planning and constructing a fire and police substation and other public safety buildings and facilities, new court buildings and public safety training facility, acquiring additional and replacement police and fire protection equipment and vehicles, renovating and improving existing public safety facilities, and acquiring land and interests therein as may be necessary for such facilities and equipment.

The 2007 Streets and Parking Facilities authorization has remaining authorization of $34,877,000 and can be used for constructing, reconstructing, improving and maintaining major and local streets, highways and bridges and parking within the City, and further including but not limited to downtown and city-wide parking garages, street signage, lighting, street widening and landscaping, and acquiring land and interests therein as may be needed for such facilities and purposes.

The 2007 Flood Control authorization has remaining authorization of $10,031,893 and can be used for planning, constructing, acquiring and installing flood control facilities, including joint facilities to be utilized with others and including but not limited to storm sewer lines and drains, flood control channels, detention and retention basins, and acquiring land and interests therein as may be needed for such facilities and purposes, such facilities to be used for reducing flooding on properties and reducing street flooding.

The 2007 Public Safety authorization has remaining authorization of $102,638,000 and can be used for planning and constructing fire and police stations and substations and other public safety buildings and facilities, new court building, and public safety training facility, acquiring additional and replacement police and fire protection equipment and vehicles, renovating and
improving existing public safety facilities, and acquiring land and interests therein as may be necessary for such facilities and equipment.

To achieve the lowest cost of borrowing, the obligations may be sold to a bank (the Bank Lender) in the form of a bank loan. If the obligations are sold to a Bank Lender, an official statement is not required and the sale will be evidenced by a certificate and receipt from the Bank Lender. If the City determines that the lending proposal from a bank is not optimal, the bonds will be sold as municipal securities to investors in the bond market by a bond underwriter. In conjunction with the City's Financial Advisor, City staff will solicit potential bank lenders through a competitive process. If the bank lending proposals received are determined not to be economically advantageous to the City, the City will select bond underwriters through a competitive process.

**Previous Related Council Action**

On December 12, 2017, City Council adopted Ordinance No. 017-64 authorizing the sale and issuance of City of Glendale, Arizona General Obligation Bonds to finance eligible City projects.

On February 23, 2016, City Council adopted Ordinance 2980 authorizing the sale and issuance of City of Glendale, Arizona General Obligation Bonds to finance eligible City projects.

**Community Benefit/Public Involvement**

G.O. bond financing provides funding for major capital projects which are authorized by voters. The issuance of the bonds is a complicated process involving City staff, the City’s Financial Advisor, the City’s Bond Counsel, and other financing participants. Financial advisors have a fiduciary responsibility to the City and are critical in structuring deals that minimize costs, create financial flexibility, or address financial challenges the City may face. Bond counsel provides assurance both to issuers and to investors who purchase the bonds that all legal and tax requirements are met and works closely with City staff and the City’s financial advisor to ensure relevant legal issues are addressed.

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**Attachments**

O19-13
AN ORDINANCE OF THE COUNCIL OF THE CITY OF
GLENDALE, MARICOPA COUNTY, ARIZONA AUTHORIZ-
ING AND PROVIDING FOR THE ISSUANCE AND SALE OF
CITY OF GLENDALE, ARIZONA GENERAL OBLIGATION
BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF
PROVIDING FUNDS TO PAY ALL OR A PORTION OF THE
COSTS OF CERTAIN PROJECTS OF THE CITY AND TO PAY
ALL NECESSARY LEGAL, FINANCIAL, ARCHITECTURAL,
ENGINEERING AND OTHER COSTS IN CONNECTION
THEREWITH; PROVIDING FOR THE SALE OF SAID BONDS;
AUTHORIZING THE EXECUTION OF A BOND REGISTRAR
AND PAYING AGENT AGREEMENT; AUTHORIZING AN
OFFICIAL STATEMENT; AUTHORIZING THE EXECUTION
OF A CONTINUING DISCLOSURE UNDERTAKING AND
CERTAIN OTHER DOCUMENTS AND THE TAKING OF
CERTAIN OTHER ACTIONS IN CONNECTION WITH THE
ISSUANCE.

Whereas, pursuant to Title 35, Chapter 3, Article 3, Arizona Revised Statutes, as amended
(the “Act”), duly called special bond elections were held in the City of Glendale, Arizona
(hereinafter referred to as the “City”), on October 20, 1981, March 10, 1987, November 2, 1999
and May 15, 2007, and thereafter canvassed pursuant to law; and

Whereas, at such elections there was submitted to and approved by the qualified electors
of the City questions as to the issuance and sale of general obligation bonds of the City in the
respective principal amounts and for the purposes as follows (which purposes include payment of
costs and expenses as set forth in the ballot preparation) and has issued in one or more series of
bonds pursuant to such authorizations the amounts, and has remaining authorization, as follows:

<table>
<thead>
<tr>
<th>AUTHORIZED AMOUNT</th>
<th>PURPOSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,750,000</td>
<td>to provide funds to construct an operations center and associated costs [Amount issued to date: $550,000; Authorization remaining: $6,200,000]</td>
</tr>
</tbody>
</table>

[1981 Election]
<table>
<thead>
<tr>
<th>Authorized Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9,698,000</td>
<td>to provide funds to construct a new north branch library facility; to add to, improve, and renovate existing library buildings and facilities; to furnish and equip such buildings and facilities and to improve the grounds thereof; to acquire land and interests therein as necessary for library facilities; and to purchase books [Amount issued to date: $8,000,000; Authorization remaining: $1,698,000]</td>
</tr>
<tr>
<td>$18,215,000</td>
<td>Planning and constructing a cultural facility, planning, acquiring, repairing and restoring historic properties, and acquiring land and interests therein as may be needed for such facilities and purposes (“1999 Cultural Facilities”) [Amount issued to date: $4,493,752; Authorization remaining: $13,721,248]</td>
</tr>
<tr>
<td>$50,500,000</td>
<td>to promote new private sector job creation through development and redevelopment within the City of Glendale, including land acquisition to be used for public/private partnerships, constructing infrastructure for future business parks, and acquiring land and interests therein as may be needed for such purposes [Amount issued to date: $28,452,846; Authorization remaining: $22,047,154]</td>
</tr>
<tr>
<td>$40,910,000</td>
<td>planning and constructing a new public works operations center, acquiring or constructing additional city buildings and facilities, planning, acquiring or constructing a tourism visitor center, additional restrooms and related infrastructure throughout the City, and acquiring land and interests therein as may be needed for such facilities and purposes (“1999 Governmental Facilities”) [Amount issued to date: $16,910,000; Authorization remaining: $24,000,000]</td>
</tr>
<tr>
<td>$17,000,000</td>
<td>planning, acquiring, constructing, extending, improving and repairing landfill and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: $1,460,000; Authorization remaining: $15,540,000]</td>
</tr>
<tr>
<td>AUTHORIZED AMOUNT</td>
<td>PURPOSE</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
</tr>
<tr>
<td>$15,398,000</td>
<td>planning, designing and constructing new library facilities, planning, adding improving and renovating exiting library buildings and facilities, furnishing and equipping such buildings and facilities and improving the grounds thereof, acquiring land and interests therein as may be needed for library facilities and purposes and purchasing books [Amount issued to date: $-0-; Authorization remaining: $15,398,000]</td>
</tr>
<tr>
<td>$64,801,000</td>
<td>planning and constructing a fire and police substation and other public safety buildings and facilities, new court buildings and public safety training facility, acquiring additional and replacement police and fire protection equipment and vehicles, renovating and improving existing public safety facilities, and acquiring land and interests therein as may be necessary for such facilities and equipment (the “1999 Public Safety Facilities”) [Amount issued to date: $64,413,690; Authorization remaining: $387,310]</td>
</tr>
<tr>
<td>$53,700,000</td>
<td>planning and acquiring land and interests therein for preservation of open space, planning, acquiring and constructing multiuse trails and linear parks, including but not limited to lighted walkways, play areas, benches, amphitheater, artwork, fountains, landscaping and equestrian trails, and acquiring land and interests therein as may be needed for such facilities and purposes (“1999 Open Spaces”) [Amount issued to date: $3,175,000; Authorization remaining: $50,525,000]</td>
</tr>
<tr>
<td>$6,935,000</td>
<td>planning, acquiring, constructing and expanding transit services and passenger amenities and park and ride facilities, replacement of transit buses, cars and computer equipment and transit administrative facility upgrades and renovations, and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: $185,000; Authorization remaining: $6,750,000]</td>
</tr>
<tr>
<td>$10,000,000</td>
<td>planning and constructing sewers for areas within the City currently utilizing septic systems and acquiring land and interests therein as may be needed for such facilities and purposes [Amount issued to date: $-0-; Authorization remaining: $10,000,000]</td>
</tr>
<tr>
<td>AUTHORIZED AMOUNT</td>
<td>PURPOSE</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
</tr>
<tr>
<td>$102,638,000</td>
<td>Planning and constructing fire and police stations and substations and other public safety buildings and facilities, new court building, and public safety training facility, acquiring additional and replacement police and fire protection equipment and vehicles, renovating and improving existing public safety facilities, and acquiring land and interests therein as may be necessary for such facilities and equipment (“2007 Public Safety Facilities”) [Amount issued to date: $0; Authorization remaining: $102,638,000]</td>
</tr>
<tr>
<td>$79,065,000</td>
<td>Constructing, reconstructing, improving and maintaining major and local streets, highways and bridges and parking within the City, and further including but not limited to downtown and City-wide parking garages, street signage, lighting, street widening and landscaping, and acquiring land and interests therein as may be needed for such facilities and purposes (the “2007 Streets and Parking Facilities”) [Amount issued to date: $44,188,000; Authorization remaining: $34,877,000]</td>
</tr>
<tr>
<td>$20,554,000</td>
<td>Planning, constructing, acquiring and installing flood control facilities, including joint facilities to be utilized with others and including but not limited to storm sewer lines and drains, flood control channels, detention and retention basins, and acquiring land and interests therein as may be needed for such facilities and purposes, such facilities to be used for reducing flooding on properties and reducing street flooding (“2007 Flood Control Facilities”) [Amount issued to date: $10,522,107; Authorization remaining: $10,031,893]</td>
</tr>
<tr>
<td>$16,155,000</td>
<td>Planning and constructing new parks and recreation facilities city-wide and further including but not limited to new swimming pools and indoor and outdoor multisport recreation centers, planning, constructing, adding to and renovating existing parks and recreation buildings and facilities, furnishing and equipping such buildings and facilities and improving the grounds thereof, and acquiring land and interests therein as may be necessary for such facilities and purposes (“2007 Parks and Recreation Facilities”) [Amount issued to date: $1,518,385; Authorization remaining: $14,636,615]</td>
</tr>
</tbody>
</table>

WHEREAS, the City intends for the bonds authorized hereby (the “Bonds”) to be sold (i) directly to one or more banks as purchaser of the Bonds (collectively, the “Bank Lender”) in the form of one or more bank loans or bank lending proposals, in each case as evidenced by a certificate and receipt of the Bank Lender or (ii) if, based on the determination of the City Manager,
Assistant City Manager or the Director of Budget and Finance, an acceptable offer to directly purchase the Bonds is not received from a bank, to one or more underwriters selected by the City (the “Underwriters”), as provided in one or more bond purchase agreements (each, a “Bond Purchase Agreement”), in substantially the same form as that used in connection with the sale of the City’s General Obligation Bonds, Series 2018 (the “2018 Bonds”), with such changes as are approved by the City Manager, Assistant City Manager or the Director of Budget and Finance; and

WHEREAS, if the Bonds are sold by negotiated sale to the Underwriters, the Bonds will be reoffered pursuant to the Preliminary Official Statement (as defined herein) and the Official Statement (as defined herein); and

WHEREAS, there have been filed with the City Clerk proposed forms of the following documents:

(a) A Bond Registrar and Paying Agent Agreement to be dated on or before the date of delivery of the Bonds (the “Bond Registrar Agreement”), pursuant to which a qualified financial institution will act as Bond Registrar (as hereinafter defined); and

(b) A Continuing Disclosure Undertaking to be dated the date of delivery of the Bonds to be executed and delivered by the City if any of the Bonds are sold by negotiated sale to the Underwriters (the “Undertaking”);

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Glendale, Arizona, as follows:

Section 1. Purpose. That for the purpose of providing funds for the 1999 Cultural Facilities, 1999 Public Safety Facilities, 1999 Open Spaces, 1999 Governmental Facilities, 2007 Parks and Recreation Facilities, 2007 Public Safety Facilities, 2007 Flood Control Facilities and 2007 Streets and Parking Facilities and to pay all necessary legal, financial, architectural, engineering and contingent costs in connection therewith, the City hereby authorizes the issuance of its General Obligation Bonds in one or more series which may include bonds, the interest on which is intended to be excludible from gross income for federal income tax purpose (“Tax-Exempt Bonds”) or on a taxable basis (“Taxable Bonds” and together with the Tax-Exempt Bonds, the “Bonds”) in the combined aggregate principal amount not to exceed $15,800,000. Any net premium received from the sale of the Bonds shall be subject to Arizona Revised Statutes, Section 35-457.D. The City Manager, Assistant City Manager or Director of Budget and Finance, in each case, whether interim or actual, (each, an “Authorized Officer”) shall determine the dollar amounts and respective ballot propositions under which each series of Bonds shall be issued and the amount of Tax-Exempt Bonds and Taxable Bonds, respectively.

Section 2. Authorization of Bonds. The Bonds shall be issued as fully registered bonds registered as to both principal and interest, in the denominations determined by the City Manager, Assistant City Manager or Director of Budget and Finance or any integral multiple thereof, and shall be dated the date of delivery of the Bonds.
Interest on the Bonds shall be payable on January 1 and July 1 of each year (the “Interest Payment Dates”), at the rates to be set forth in the Bond Purchase Agreement or certificate and receipt of the Bank Lender (not to exceed 7.00%) until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for, or, if no interest has been paid or provided for, from the date of delivery, or such other date as approved by an Authorized Officer. Interest on the Bonds will be computed on the basis set forth in the Bond Purchase Agreement or certificate and receipt of the Bank Lender. The final amounts and respective maturity dates of the Bonds shall be set forth in the Bond Purchase Agreement or certificate and receipt of the Bank Lender, but none of the Bonds shall mature later than thirty (30) years after the date of issuance.

Section 3. **Sale of Bonds.** Each Authorized Officer is authorized to determine whether any of the Bonds are to be sold to (i) the Bank Lender pursuant to a bank lending proposal or (ii) the Underwriters pursuant to negotiated sale as described in the Official Statement. If it is the former, such sale will be evidenced by a certificate and receipt of the Bank Lender for each series of Bonds. If it is the latter, such sale will be evidenced by the execution and delivery of a Bond Purchase Agreement for each series of Bonds, if applicable. If the Bonds are to be sold by negotiated sale to the Underwriters, each Authorized Officer is hereby authorized to execute and deliver a Bond Purchase Agreement for each series of Bonds, if applicable, with such insertions, omissions and changes as are necessary and consistent with this Ordinance, the execution of a Bond Purchase Agreement for each series of Bonds, if applicable, being conclusive evidence of such approval. An Authorized Officer may make provision for insurance and/or liquidity support of the Bonds, if such Authorized Officer determines that such insurance or credit support would provide a net borrowing cost savings or enhance the marketability of the Bonds. Such determinations shall be included in the Bond Purchase Agreements.

If bond insurance and/or liquidity support is obtained with respect to any of the Bonds, an Authorized Officer is authorized to execute and deliver, on behalf of the City, appropriate agreements with the bond insurer and/or liquidity provider and the Bond Registrar with provisions concerning, without limitation, any of the following: (i) the terms of the bond insurance and/or liquidity support and the premium to be paid for it, (ii) procedures for payments under the bond insurance and/or liquidity support and reimbursement of amounts advanced including subrogation to the rights of bondholders paid, (iii) voting rights, (iv) remedies and (v) notices and providing of information with respect to the Bonds.

Section 4. **Custody of Registered Bonds.** (a) If one or more series of Bonds is sold to the Underwriters by negotiated sale, such Bonds shall only be issued in book entry form, except as provided in Section 9 hereof, and (i) one certificate for each Bond maturity in typewritten form shall be registered in the name of the Depository (as defined herein) or its nominee, as registered owner, and immobilized in the custody of the Depository; (ii) the beneficial owners of the Bonds (the “Beneficial Owners”) shall have no right to receive the Bonds in the form of physical securities; (iii) ownership of beneficial interests in the principal amounts of $5,000 or integral multiples thereof shall be shown by book entry on the system maintained and operated by the Depository and its participants, and transfers of the ownership of beneficial interest shall be made only by book entry by the Depository and its participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except in transfer to another Depository or to another nominee of a Depository.
As provided in Section 9 hereof, the City and the Bond Registrar shall treat the Depository or its nominee in whose name the Bonds are registered in the Bond Registrar as the owner of the Bonds for all purposes. Accordingly, principal and interest payments will be paid to the Depository as the registered owner of the Bonds. All notices required by this Ordinance to be given to the registered owners of Bonds shall be given to the Depository as the registered owner of the Bonds. The transfer of principal and interest and of notices to the Beneficial Owners will be the responsibility of the Depository and its Participants or other nominees of the Beneficial Owners. The City will not be responsible or liable for such transfers or the failure thereof or for maintaining, supervising or reviewing records of the Depository.

For the purposes of this Ordinance, “Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a book entry system to record ownership of beneficial interests in Bonds, and to effect transfers of such beneficial interests in the Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

(b) Any series of Bonds sold to a Bank Lender pursuant to a bank lending proposal shall be evidenced by one certificate for each Bond maturity in typewritten form and registered in the name of and delivered to the applicable Bank Lender or its nominee.

Section 5. Execution. The Bonds shall be signed by the Mayor and attested by the City Clerk (references in this Ordinance to such officers shall include persons acting in the capacity of such officers) in their official capacities. The signature of any or all of such officers may be facsimiles. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance.

Section 6. Registrar and Paying Agent. An Authorized Officer is authorized to appoint a qualified financial institution to serve as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Bond Registrar”) for the Bonds. The Mayor or an Authorized Officer shall sign and deliver, and the City Clerk shall attest, on behalf of the City, the Bond Registrar Agreement, in substantially the form on file with the City Clerk with such additions, deletions and modifications not inconsistent with this Ordinance as the officer executing such agreement shall approve. Each Authorized Officer is authorized and directed on behalf of the City to provide for payment of the services rendered and for reimbursement of expenses incurred by the Bond Registrar from the proceeds of the Bonds to the extent available or from other funds lawfully available therefor.

Section 7. Payment of Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Subject to Section 9 hereof, (a) principal and premium, if any, shall be payable when due upon presentation and surrender of the Bonds at the principal corporate trust office of the Bond Registrar and (b) interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered in the Bond Register, at the close of business on the 15th day of the calendar month next
preceding that Interest Payment Date (the “regular record date”) at that person’s address appearing on the Bond Register (as defined in Section 8 below), or at such other address as is furnished to the Bond Registrar, in writing, by the registered owner before the regular record date. Any interest which is not timely paid or duly provided for shall cease to be payable to the person who is shown as the registered owner thereof (or of one or more predecessor bonds) as of the regular record date, and shall be payable to the registered owner hereof (or of one or more predecessor bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar whenever monies become available for payment of the overdue interest, and notice of the special record date shall be given to registered owners not less than ten days prior thereto.

Section 8. Prior Redemption.

(a) Each series of Bonds shall be subject to redemption prior to maturity as set forth in the certificate and receipt of the Bank Lender or Bond Purchase Agreement and the form of Bond.

(b) (1) Notice of redemption of any Bond shall be mailed by first class mail, postage prepaid, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption to the registered owner of the Bond or Bonds being redeemed at the address shown on the registration books for the Bonds maintained by the Bond Registrar and Paying Agent. Failure to give properly such notice of redemption shall not affect the redemption of any Bond for which notice was properly given.

(2) On the date designated for redemption by notice given as herein provided, the Bonds or portions thereof to be redeemed shall become and be due and payable at the redemption price for such Bonds or such portions thereof on such date, and, if moneys for payment of the redemption price are held in separate accounts by the Bond Registrar and Paying Agent, interest on such Bonds or such portions thereof shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security hereunder, the registered owners of such Bonds or such portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof and accrued interest thereon and such Bonds or such portions thereof shall be deemed paid and no longer outstanding.

(3) Except as otherwise provided in a certificate and receipt of the Bank Lender, the City may redeem, and the Bond Registrar and Paying Agent shall select, by lot in such manner as the Bond Registrar and Paying Agent may determine, any amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the registered owner shall submit the Bond for partial redemption and the Bond Registrar and Paying Agent shall make such partial payment and shall cause to be issued a new Bond in a principal amount which reflects the redemption so made, to be authenticated and delivered to the registered owner thereof.

(c) Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government (“Defeasance
Obligations”) or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Bond Registrar and Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 9. Registration and Exchange. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the “Bond Register”). Subject to the provisions of Section 7 above, (a) the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Ordinance, (b) payment of or on account of the principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of that person, and (c) neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City’s liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of any authorized denomination upon presentation and surrender at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the principal corporate trust office of the Bond Registrar, together with an assignment executed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations requested by the registered owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date. Notwithstanding the foregoing, Bonds purchased by a Bank Lender shall be subject to such transfer restrictions as may be determined by the City Manager, Assistant City Manager or Director of Budget and Finance.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of exchanged or transferred Bonds, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All fees and costs associated with the exchange or transfer, including any tax or other governmental charges required to be paid with respect to the exchange or transfer, shall be paid by the registered owner requesting the exchange or the transferor, as appropriate. The City or the Bond Registrar may require that those fees and costs, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the City,
evidencing the same debt, and entitled to the same security and benefit under this Ordinance as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be canceled by the Bond Registrar. The City may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the City may have acquired in any manner whatsoever, and those Bonds shall be promptly canceled by the Bond Registrar. The canceled Bonds shall be retained for a period of time and then returned to the City or destroyed by the Bond Registrar as directed by an Authorized Officer.

The City and the Bond Registrar will not be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending with the close of business on the day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

In case any Bond becomes mutilated or destroyed or lost, the City shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, upon the registered owner’s paying the reasonable expenses and charges of the City in connection therewith and, in the case of the Bond destroyed or lost, filing with the City Clerk by the registered owner evidence satisfactory to the City that such Bond was destroyed or lost, and furnishing the City with a sufficient indemnity bond pursuant to Section 47-8405, Arizona Revised Statutes.

Section 10. Book-Entry Depository. Notwithstanding any provision of this Ordinance or of any Bond to the contrary, the City may enter into an agreement with the registered owner of a Bond in the custody of a Depository or a Bank Lender providing for making all payments to that registered owner of payments of principal and interest on that Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of funds) other than as provided in this Ordinance and in the Bond, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the City; provided, that payment in any event shall be made to the person who is the registered owner of that Bond, on the date or other date duly agreed upon that principal and premium is due, and, with respect to the payment of interest, as of the applicable regular record date or special record date or other date as duly agreed upon as the case may be.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a Book Entry System, the City may attempt to have established a securities depository/book entry relationship with another qualified Depository. If the City does not or is unable to do so, the City and the Bond Registrar, after the Bond Registrar has made provision with the Depository for notification of the Beneficial Owners by the then Depository, shall permit withdrawal of the Bonds from the Depository, and authenticate and deliver replacement Bonds in fully registered form in the denominations of $5,000 or any integral multiple thereof to the assignees of the Depository or its nominee. If the event is not the result of City action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing definitive Bonds) of those persons requesting such authentication and delivery.
Section 11. *Form of Bond.* The Bonds shall be in substantially the following form, the officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Ordinance:
(FORM OF FACE OF BOND)

CITY OF GLENDALE, ARIZONA
GENERAL OBLIGATION BOND, SERIES 2019

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP:
% per annum July 1, ____ Date of Delivery

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Glendale, Arizona (the “City”), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on January 1 and July 1 of each year (the “Interest Payment Dates”), commencing ___________. This Bond will bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from its date. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this Bond (or, if applicable, one or more predecessor Bonds) is registered (the “registered owner” or “owner”) on the Register maintained by the Bond Registrar, initially _______________. Principal is payable upon presentation and surrender of this Bond at the principal corporate trust office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Interest Payment Date to the registered owner of this Bond (or one or more predecessor Bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date (the “regular record date”). Any interest which is not timely paid or duly provided for shall cease to be payable to the registered owner hereof (or of one or more predecessor Bonds) as of the regular record date, and shall be payable to the registered owner hereof (or of one or more predecessor Bonds) at the close of business on a special record date for the payment of that overdue interest. The special record date shall be fixed by the Bond Registrar whenever monies become available for payment of the overdue interest, and notice of the special record date shall be given to registered owners not less than ten days prior thereto.

This Bond is one of an issue of like date, tenor and effect except as to maturity and interest rate, aggregating the sum of $__________ issued to pay all or a portion of certain 1999 Cultural Facilities, 1999 Public Safety Facilities, 1999 Open Spaces, 1999 Governmental Facilities, 2007 Parks and Recreation Facilities, 2007 Public Safety Facilities, 2007 Flood Control Facilities and 2007 Streets and Parking Facilities (as such terms are defined in the hereinafter defined Bond Ordinance) and to pay all necessary legal, financial, architectural, engineering and contingent costs.
in connection therewith (the “Bonds”), under authority of and pursuant to the laws of the State of Arizona, particularly Title 35, Chapter 3, Article 3, Section 35-451, et seq., of the Arizona Revised Statutes (the “Act”), the Charter of the City, the requisite majority vote of the electors of the City cast at a special election held on November 2, 1999, upon the question of issuing bonds in the original principal amount of $411,586,800 and at a special election held on May 15, 2007 upon the question of issuing bonds in the original principal amount of $218,412,000 and Ordinance No. ____ O18-____, passed by the Council of the City on January 22, 2019 (the “Bond Ordinance”). The Bonds are issuable only as fully registered bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Bond Registrar, by the registered owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Bond Registrar, together with a request for exchange or an assignment, signed by the registered owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Ordinance. All fees and costs associated with the exchange or transfer, including any tax or governmental charges payable in connection therewith, shall be paid by the owner requesting the exchange or the transferor, as appropriate. The City or the Bond Registrar may also require that such fees and charges be paid prior to the procedure for exchange or transfer. The City and the Bond Registrar may deem and treat the registered owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

The Bonds are subject to redemption prior to their stated maturities as follows:

* * *

The Council of the City of Glendale has by ordinance ordered the creation of a special fund for the payment of principal of and interest on the bonds of the issue of which this bond is one. Payments are to be made into said fund from taxes to be levied on all taxable property in the City and the money in said fund is to be used solely to pay principal of and interest on the bonds of the issue of which this is one. Such taxes, together with other monies to be deposited in said fund (including earnings on investments made with money in said fund), are required to be sufficient to pay such principal, interest and redemption premiums, if any, when due.

Reference is made to the Bond Ordinance for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Bond Registrar and the registered owners, and the terms and conditions upon which the Bonds are issued and secured. The registered owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Ordinance.

It is hereby certified and recited that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuance of the Bonds in order to make them legal, valid and binding special obligations of the City, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; and that no statutory, charter or constitutional limitation on indebtedness has been exceeded in issuing the Bonds.
This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the City of Glendale, Arizona has caused this Bond to be executed in its name by the facsimile signatures of the Mayor and attested to by the facsimile signature of its City Clerk, all as of __________, 2019.

CITY OF GLENDALE, ARIZONA

______________________________
(facsimile)
Mayor

ATTEST:

______________________________
(facsimile)
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Ordinance referred to above.

Date of Authentication:

______________________________
as Bond Registrar

By______________________________

Authorized Representative

Registrable at and Payable by:

______________________________

______________________________
ASSIGNMENT

[Form of Assignment]

LEGAL OPINION

The following is a form of the text of the opinion rendered to the original purchaser of the Bonds by Greenberg Traurig, LLP in connection with the original issuance of the Bonds. That opinion is dated as of and premised on the transcript of proceedings examined and law in effect on the date of the original delivery of the Bonds. A signed copy is on file in my office.

(facsimile)

City Clerk

[Form of Legal Opinion]

(END OF FORM OF BOND)

Section 12. Delivery of Bonds. The Mayor or any Authorized Officer shall cause the Bonds to be prepared and shall have the Bonds signed, authenticated and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Purchasers upon payment of the par value thereof plus the net premium or less the discount set forth in the Bond Purchase Agreement or certificate and receipt of the Bank Lender.

Section 13. Application of Proceeds. The proceeds from the sale of the Bonds shall be paid into the proper fund or funds and credited to separate book accounts, and those proceeds are appropriated and shall be used in the amounts and solely for the purposes as set forth in the respective ballot question submitted to the qualified voters of the City at the aforesaid special bond elections, as determined by an Authorized Officer, subject to the provisions of Arizona Revised Statutes, Section 35-457.D. The proceeds of the Bonds will be invested pursuant to State law. The City shall include in its records sufficient information to identify the proceeds, expenditures and investment income relating to each of the Tax-Exempt Bonds and the Taxable Bonds.

Section 14. Allocation of Bonds Between 6% and 20% Debt Limits; Ratification of Prior Actions. An Authorized Officer is hereby authorized to determine the respective allocations between the 6% and 20% debt limitations set forth and in accordance with applicable law. All prior allocations of bond proceeds to specific ballot propositions as set forth in the Whereas clauses herein and as between 6% and 20% to debt limits are hereby affirmed and ratified.

Section 15. Security for the Bonds; Covenants. For the purpose of paying principal of and interest on the bonds herein authorized there shall be levied on all taxable property in the City of Glendale a continuing, direct, annual ad valorem tax sufficient to produce the amounts required below; said amounts are hereby found sufficient and necessary to assure payment of the principal of and interest on said bonds as the same become due at or prior to maturity. In each year the money derived from said tax shall be paid into separate funds which are hereby created and named the “Interest Fund” and the “Redemption Fund”. Such Interest Fund and Redemption Fund shall be kept separately by the City for the equal benefit of the holders of the Bonds herein authorized and used solely for the payment of principal of and interest on such Bonds. There shall be paid
into said Interest Fund and Redemption Fund the accrued interest and any premium received by the City from the Purchasers of the Bonds herein authorized plus an amount sufficient to pay all interest when due on said Bonds plus the amounts on or prior to July 1 in the years determined by an Authorized Officer.

If at the time of any annual tax levy the amount in the Interest Fund and Redemption Fund accumulated as hereinabove required shall not be sufficient to pay all principal and interest falling due on said Bonds prior to the time that taxes will become available from the next succeeding tax levy, the City shall include in such earlier tax levy such additional amount as shall produce funds sufficient to remedy any such deficiency and deposit the proceeds of said taxes into the Interest Fund and Redemption Fund. Whenever there shall be insufficient money in the Interest Fund and Redemption Fund to pay Bonds and interest thereon payable therefrom when due, the City may pay such principal and interest from any other legally available fund and shall reimburse such other fund when money becomes available from the proceeds of the taxes hereinabove required.

Section 16. Official Statement. If and to the extent applicable, all actions of the City related to preparing and distributing a form of Preliminary Official Statement, to be used if any of the Bonds are sold by negotiated sale to the Underwriters, in substantially the same form as that used in connection with the offer and sale of the City’s General Obligation Bonds, Series 2018, which may be distributed in connection with the offer and sale of the Bonds (as prepared in accordance with the terms of this Ordinance, the “Preliminary Official Statement”), are hereby approved and ratified. The portions of the Official Statement regarding the Bonds which concern and describe the City are hereby approved and, if so necessary, the City Manager, Assistant City Manager or the Director of Budget and Finance are hereby authorized and directed to execute the same and any required certificates as to the accuracy and completeness of said Official Statement descriptions of the City.

If so necessary, the Preliminary Official Statement is approved and the distribution of the same is hereby approved. If and to the extent applicable, the Preliminary Official Statement is “deemed final” (except for permitted omissions), by the City as of its date for purposes of SEC Rule 15c2-12(b)(1) and, if so necessary, a final official statement (the “Official Statement”) will be prepared and distributed to the Underwriters for purposes of SEC Rule 15c2-12(b)(3) and (4). If so necessary, the City Manager, Assistant City Manager or the Director of Budget and Finance are authorized and directed to complete and sign on behalf of the City and in his or her official capacity, the Official Statement, with such modifications, changes and supplements as being necessary to carry out and comply with the terms, provisions, and intent of this Ordinance. If so necessary, the City Manager, Assistant City Manager or the Director of Budget and Finance are authorized to use and distribute, or authorize the use and distribution of, the Official Statement and any supplements thereto as so signed in connection with the original issuance of the Bonds as may in his or her judgment be necessary or appropriate. If and to the extent applicable, the references to the City contained in the Preliminary Official Statement and the Official Statement relating to the Bonds are hereby authorized and approved.

Section 17. Continuing Disclosure Undertaking. If any of the Bonds are sold by negotiated sale to the Underwriters, the Mayor and each Authorized Officer is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking in substantially the same form as now before the City, or with such changes therein as the individual
executing the Continuing Disclosure Undertaking on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. If a Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, such Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Tax Covenants. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Tax-Exempt Bonds in such manner and to such extent as may be necessary so that (a) the Tax-Exempt Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants (a) that it will take or cause to be taken such actions that may be required of it for the interest on the Tax-Exempt Bonds to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Tax-Exempt Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

Each Authorized Officer is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Tax-Exempt Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Tax-Exempt Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Tax-Exempt Bonds, and (c) to give one or more appropriate certificates of the City for inclusion in the transcript of the proceedings for the Tax-Exempt Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Tax-Exempt Bonds, the facts,
circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Tax-Exempt Bonds.

Section 19.  Further Actions. All actions of the officers and agents of the City which are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance and sale of the Bonds as contemplated by this Ordinance whether heretofore or hereafter taken shall be and are hereby ratified, confirmed and approved. The Mayor, each Authorized Officer and the City Clerk and other appropriate officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this Ordinance.

Section 20.  All Conditions Met. This Council determines that all acts and conditions necessary under the Act and other applicable laws to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding special obligations of the City, have been performed and met, or will at the time of delivery of the Bonds have been performed and met, in regular and due form as required by law; and that no statutory, charter or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 21.  Open Meeting. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 22.  Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 23.  Ordinance a Contract. This Ordinance shall constitute a contract between the City and the registered owners of the Bonds and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the registered owners of the Bonds then outstanding.
PASSED and APPROVED by the City Council of the City of Glendale, Arizona, this 22\textsuperscript{nd} day of January, 2019.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (Seal)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager
Subject
ORDINANCE NO. O19-14

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING DESIGNATED OFFICERS TO DEPOSIT AND WITHDRAW CITY FUNDS FROM DESIGNATED BANK ACCOUNTS; DIRECTING ALL BANKS WITH CITY ACCOUNTS TO RECOGNIZE THE SIGNATURES OF SAID OFFICERS ON ELECTRONIC FUND TRANSFERS, CHECKS FOR DEPOSIT AND/OR WITHDRAWAL; AND DECLARING AN EMERGENCY.
Presented by: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action
This is a request for City Council to waive reading beyond the title and adopt an ordinance updating the city’s signature authority for banking transactions. The city’s banking signature authorities are updated periodically due to changes in the organization.

Background
The city has various bank accounts that are used for day-to-day operations, to receive deposits and to pay necessary expenses as authorized by the City Council. Thomas Duensing, Assistant City Manager, recently vacated his position and must be removed as an authorized signer on the city’s bank accounts so that the city’s business operation and interests are not adversely affected.

Analysis
It is recommended that the following individuals be authorized signers, effective upon adoption of the ordinance:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin R. Phelps</td>
<td>City Manager</td>
</tr>
<tr>
<td>Christopher J. Anaradian</td>
<td>Assistant City Manager</td>
</tr>
<tr>
<td>Vicki L. Rios</td>
<td>Director</td>
</tr>
<tr>
<td>Julie K. Bower</td>
<td>City Clerk</td>
</tr>
</tbody>
</table>

Previous Related Council Action
The previous ordinance updating the city’s signature authority for banking transactions was taken to Council on October 23, 2018.
Community Benefit/Public Involvement
Banking transactions are critical to the city's day-to-day operations.

Attachments
O19-14
ORDINANCE NO. O19-14

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING DESIGNATED OFFICERS TO DEPOSIT AND WITHDRAW CITY FUNDS FROM DESIGNATED BANK ACCOUNTS; DIRECTING ALL BANKS WITH CITY ACCOUNTS TO RECOGNIZE THE SIGNATURES OF SAID OFFICERS ON ELECTRONIC FUND TRANSFERS, CHECKS FOR DEPOSIT AND/OR WITHDRAWAL; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary for the City to establish various bank accounts to be used for day-to-day operations of the City, to receive deposits in these accounts, and pay the necessary expenses as authorized by the City Council.

WHEREAS, a certain senior manager was recently appointed to his position, and such senior manager must be authorized and recognized by the City’s banking providers immediately so that the City’s business operation and interests are not adversely affected.

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

SECTION 1. That Christopher J. Anaradian is the duly appointed Superintendent of Streets.

SECTION 2. That all banks with whom the City maintains accounts are directed to honor the signatures of the officers names below on all electronic fund transfers, or checks depositing and/or withdrawing the funds placed in those accounts until further notice of the City:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Signature Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin R. Phelps</td>
<td>City Manager</td>
<td>City Manager</td>
</tr>
<tr>
<td>Julie K. Bower</td>
<td>City Clerk</td>
<td>City Clerk</td>
</tr>
<tr>
<td>Vicki L. Rios</td>
<td>Director</td>
<td>Budget &amp; Finance/City Treasurer</td>
</tr>
<tr>
<td>Christopher J. Anaradian</td>
<td>Assistant City Manager</td>
<td>City Manager/Superintendent of Streets</td>
</tr>
</tbody>
</table>

SECTION 3. That all checks drawn on the City of Glendale accounts in the amount of $50,000 or more shall require two signatures from the authorized signatories listed in Section 3 above.
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of January, 2019.

________________________________________

Mayor Jerry P. Weiers

ATTEST:

________________________________________

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

________________________________________

Michael D. Bailey, City Attorney

REVIEWED BY:

________________________________________

Kevin R. Phelps, City Manager
Subject
ORDINANCE NO. O19-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, CLARIFYING THE POWERS AND DUTIES OF THE HUMAN RELATIONS COMMISSION.
Presented by: Nancy Mangone, Assistant City Attorney

Purpose and Recommended Action
This is a request for Council to adopt a minor amendment to the ordinance that established a City of Glendale Human Relations Commission ("HRC"). The amendment is necessary to clarify the number of Commissioners needed to constitute a quorum for the HRC to hold meetings and take official action. The language of the Ordinance attached hereto will modify the existing language of Chapter 2 - Administration, Article VIII, Division 5 of the Glendale City Code.

Background
At a June 7, 2016 City Council workshop, draft language creating a Human Relations Commission was presented to Council. The language identified the proposed powers and duties of the Commission, as well as language establishing the number of board members (14). The Council adopted an Ordinance establishing the HRC and setting the number for a quorum on May 23, 2017.

Based on the number of members that could be installed on the HRC, seven members of the HRC needed to be present to constitute a quorum. Due to HRC member turn over, the Commission did not have a quorum of seven members at one-quarter (i.e., three) of its meetings in this calendar year. The lack of a quorum has made it difficult to take action on any issues or projects HRC is considering recommending to the Council.

Analysis
Over the past year, the HRC has consistently had 2 or 3 positions vacant, requiring 7 members out of the remaining 11 or 12 to be present. It has been difficult to maintain a quorum given the vacancies, as many of the Commissioners have full time jobs and cannot make all meetings. Decreasing the number constitutes a quorum to a majority of the currently installed members will greatly enhance the Commissioners' ability to conduct HRC business.

Previous Related Council Action
Council adopted an Ordinance establishing the HRC and setting the number for a quorum on May 23, 2017.

**Community Benefit/Public Involvement**

The purpose of the HRC is to foster unity and eliminate prejudice and bias in Glendale. The HRC believes making this minor change to its enabling legislation will enhance its ability to serve its purpose.

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**Attachments**

O19-15
ORDINANCE NO. O19-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, CLARIFYING THE POWERS AND DUTIES OF THE HUMAN RELATIONS COMMISSION.

WHEREAS, pursuant to Ordinance No. O17-21, on May 23, 2017, the City Council established a Human Relations Commission; and

WHEREAS, the Commission wishes to have the Council clarify the number of members that constitute a quorum in order for it to take action at its meetings.

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

SECTION 1. That Section 2-313(d) of the City Code be amended as follows:

d) A majority of the installed members of the commission shall constitute a quorum and the affirmative vote of a majority of the commission members present and voting at a meeting shall be required to take action.

SECTION 2. That the amendment to this Section of the City Code shall be immediately effective upon its adoption by the Council.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of January, 2019.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:
Kevin R. Phelps, City Manager

[Additions are indicated by underline; deletions by strikeout.]
Subject
ORDINANCE NO. O19-16

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SALE OF LAND BY THE CITY TO ADVANCED ACQUISITIONS, LLC ON THE SOUTHEAST CORNER OF 91ST AVENUE AND EMIL ROVEY PARKWAY/ORANGEWOOD ALIGNMENT AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE SALE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE ORDINANCE.
Presented by: David D, Beard, P.E., City Engineer

Purpose and Recommended Action
This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a Purchase and Sale Agreement to sell city-owned land consisting of approximately 18.5 acres, located on the southeast corner of the 91st Avenue and Emil Rovey Parkway/Orangewood Avenue alignment to Advanced Acquisitions, LLC, for the amount of $5,023,012.50.

Background
The City acquired the property with other property from the Hickman family in 2002 and annexed into City in 2002 (Ordinance 2263). The property has been used as a parking lot from 2006 through 2017, commonly known as the “Brown Lot.”

Analysis
Advanced Acquisitions, LLC, will pay all closing costs and title insurance fees and there should be no expenses to the City for the sale of the property. However, approval is requested in an amount up to $2,000 if necessary, to cure any outstanding items in escrow which may be incumbent of the Seller. There will be no impact on city departments, staff or service levels as a result of this action. Property maintenance will be eliminated, and the sale will generate revenue for the City.

Previous Related Council Action
On November 27, 2018, Council took two actions on the property. The approval and adoption of Resolution RI 8-169 to amend the General Plan Land Use Map from MDR 3.5 (Medium Density Residential, up to 3.5 du/ac) to MHDR 12 (Medium High Density Residential, up to 12 du/ac); and, approval and adoption of Ordinance (018-79) to rezone the property from A-1 (Agriculture), C-3 (Heavy Commercial) and M-1 (Light Industrial) to PAD (Planned Area Development) for a development titled Brownstone.
Community Benefit/Public Involvement

The community benefit is an opportunity to develop vacant land which is in the best interest of the City with a specific development to meet the market demands in the surrounding area. A notice of sale of this property was published in the Glendale Star on October 25, and November 1, 2018 and was also posted at the Glendale City Hall for 12 consecutive days per Glendale City Code, Section 2-167.

Attachments

O19-16
Purchase & Sales Agreement
ORDINANCE NO. O19-16

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SALE OF LAND BY THE CITY TO ADVANCED ACQUISITIONS, LLC ON THE SOUTHEAST CORNER OF 91ST AVENUE AND EMIL ROVEY PARKWAY /ORANGEWOOD ALIGNMENT AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE SALE AND DIRECTING CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, it is in the public interest for the City of Glendale to sell the hereinafter described real property; and

WHEREAS, The City Clerk of the City of Glendale has caused a notice for sale of this property to be published in the Glendale Star on October 25, 2018 and November 1, 2018 and posted at the Glendale City Hall for twelve (12) consecutive days per Glendale City Code, Section 2-167; and

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

SECTION 1. That the City Manager of the City of Glendale is hereby authorized and directed to enter into the attached Purchase Agreement with the Advanced Acquisitions, LLC and execute the necessary documents to complete the sale of the property described in Exhibit “A” attached hereto and incorporated herein, to Advanced Acquisitions LLC for the sum of $5,023,012.50.

SECTION 2. That the duly authorized disbursing officers of the City of Glendale be authorized and directed to pay all sums necessary to acquire said real property in accordance with Purchase and Sale Agreement, as well as other costs necessary for the sale of the said real property, in an amount up to $2,000 if necessary.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 4. That the City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder’s Office
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 22nd day of January, 2019.

______________________________
Mayor Jerry P. Weiers

ATTEST:

______________________________
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

______________________________
Michael D. Bailey, City Attorney

REVIEWED BY:

______________________________
Kevin R. Phelps, City Manager
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (as defined in Paragraph 28) by and between the CITY OF GLENDALE, an Arizona municipal corporation ("Sellar"), and ADVANCED ACQUISITIONS LLC, an Arizona limited liability company ("Purchaser").

WHEREAS, Seller has the right to sell, lease, exchange or otherwise dispose of its property for the best interests of the Seller. The Seller shall determine the best interests of the city and such determination shall be final. The Seller has determined that the sale of the Property will be in the best interests of the Seller (Glendale City Charter, Article 1, Section 3; Glendale City Code, Section 2-166).

WHEREAS, the notice for sale of this property has been made in a newspaper of general circulation in the City of Glendale for two (2) consecutive weeks and posted at the Glendale City Hall, 5850 W. Glendale Avenue, Glendale, Arizona 85301 for twelve (12) consecutive days (Glendale City Code, Section 2-167).

WHEREAS, Seller desires to sell and Purchaser desires to purchase, upon the terms and conditions hereinafter set forth, that certain real property in the City of Glendale ("City"), State of Arizona, which is more particularly described in Exhibit A attached hereto, together with all improvements, rights, easements, and appurtenances pertaining thereto and all fixtures and other property located thereon, including but not limited to water rights, air rights, development rights, rights to minerals, oil, gas, and other hydrocarbon substances in, under, or that may be produced from the real property and not previously reserved (to the extent the same is held by Seller), rights to strips and gores, streets, alleys, rights-of-way, public ways, or other rights appurtenant, adjacent, or connected to the real property, (collectively, the "Property").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

1. Purchase Price. Subject to the terms and provisions of this Agreement, Seller shall sell and transfer the Property to Purchaser, and Purchaser shall purchase the Property from Seller and pay to Seller, by federal wire transfer or other immediately available funds, the sum of Five Million Twenty-Three Thousand Twelve and 50/100ths Dollars ($5,023,012.50) (hereinafter referred to as the "Purchase Price").

2. Earnest Money.

   (a) Earnest Money. Within three (3) business days after the Effective Date, Purchaser agrees to deposit in escrow ("Escrow") with Premier Title Agency, 2910 E Camelback Road, Suite 200, Phoenix, AZ 85016, Attn: Rich Newton, Commercial Escrow Officer telephone: (602) 224-0400 ext. 107 / fax: (602) 794-6522/ e-mail: mnewton@fpjanow.com ("Escrow Agent"), by federal wire transfer or other immediately available funds, an earnest money deposit in the amount of Twenty-Five Thousand and No/100th Dollars ($25,000.00) (the "Earnest Money"). Upon the expiration of the Inspection Period, the Earnest Money shall become nonrefundable, except: (i) in the event of a default by Seller; (ii)
pursuant to the provisions of Sections 7(a), 7(b), 10, and 13 below; or (iii) pursuant to any other provision of this Agreement providing for the return of Earnest Money to Purchaser.

(b) **Investment; Interest.** At Purchaser’s request, Escrow Agent shall invest the Earnest Money in a federally-insured interest bearing account. Upon expiration of the Inspection Period, and except to the extent otherwise set forth herein, all Earnest Money shall be non-refundable and shall be applied for Purchaser’s benefit against the Purchase Price at Closing (as defined in Section 5 below). All interest which has accrued on the Earnest Money shall, under all circumstances, belong to the party which is ultimately entitled to receive the Earnest Money. Seller and Purchaser each agree to execute and deliver all documents which are reasonably requested by Escrow Agent to effectuate the escrow of the Earnest Money, provided and so long as such documents are consistent with the terms of this Agreement.

3. **Closing Costs.**

(a) **Seller Closing Costs.** On or before Closing, Seller shall pay: (i) Seller’s attorneys’ fees; (ii) any water, electricity, or other utility charges for services furnished to the Property prior to Closing; (iii) all title insurance fees and premiums for the issuance to Purchaser of a standard owner’s title insurance policy, (iv) all transfer taxes, recording taxes, documentary stamp taxes and similar taxes, and (v) fifty percent (50%) of all escrow charges.

(b) **Purchaser Closing Costs.** On or before Closing, Purchaser shall pay: (i) Purchaser’s attorneys’ fees; (ii) any additional premium cost for an extended owner’s title policy and any endorsements requested by Purchaser; (iii) all recording fees on recordable documents incident to the conveyance of the Property to Purchaser; and (iv) fifty percent (50%) of all escrow charges.

(c) **Other Costs.** Any closing costs not otherwise provided for herein shall be allocated among and paid by the parties hereto in the manner which is customary for a sale of real property in the City of Glendale.

4. **Prorations: Escrow Agent.**

(a) **Prorations.**

(i) **Taxes and Assessments.** All real property ad valorem taxes, special taxes, and assessments accruing in years prior to the year in which the acquisition of the Property by Purchaser occurs shall be paid by Seller. All real property ad valorem taxes, special taxes, and assessments accruing in the year in which the acquisition of the Property by Purchaser occurs shall be prorated among Seller and Purchaser through the Closing Date (as defined in Section 5 below).

(b) **Actions By Escrow Agent.** Upon the Closing, Escrow Agent shall promptly undertake all of the following in the manner indicated:

(i) **Prorations.** Prorate all matters referenced in this Section 4 above based upon the settlement statement delivered into Escrow signed by the parties.
(ii) **Recording.** Cause the Deed (as defined below) and any other documents that the parties to this Agreement may mutually direct, to be recorded in the official records of the County.

(iii) **Disbursements.** Disburse from funds deposited by Purchaser with Escrow Agent towards payment of the Purchase Price and all other items chargeable to the account of Purchaser pursuant to this Agreement in payment of such obligations.

(iv) **Title Policy.** Direct the Title Company to issue to Purchaser an original ALTA Standard Owner’s Policy of Title Insurance or, if requested by Purchaser, an original ALTA Extended Coverage Owner’s Policy of Title Insurance ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Purchaser and with such endorsements as Purchaser may request, subject only to the Permitted Exceptions (as hereinafter defined).

5. **Closing.** The consummation of the purchase and sale of the Property (the "Closing" or the "Close of Escrow") shall be defined as the date that the special warranty deed ("Deed"), in the form attached hereto as Exhibit B, conveying the Property to Purchaser is recorded. Subject to Section 7(b), this Escrow shall close on or before the date ("Closing Date") which is sixty (60) calendar days following the last to occur of the expiration of the Inspection Period and the obtaining of the Development Approval, provided Purchaser shall have a one-time option to extend the Closing Date for an additional thirty (30) calendar days beyond the schedule Closing Date by giving notice to Seller and depositing an additional Fifty Thousand and No/100th Dollars ($50,000.00) into Escrow with Escrow Agent, which funds will become part of the Earnest Money and shall be applied against the Purchase Price at Closing.

6. **Inspections Prior to Closing.**

(a) **"AS IS."** Purchaser acknowledges and agrees that, except as expressly provided in this Agreement, Seller has made no representations or warranties and has no continuing responsibility or liability regarding the Property, including, without limitation, its condition and its "Environmental Condition" (as defined in this Agreement). Purchaser acknowledges and agrees that it is purchasing the Property on an "as is" basis and "with all faults" basis. Purchaser is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever, except as expressly provided in this Agreement. Further, nothing in this Agreement requires Seller to conduct any reports or studies to assess the environmental condition of the Property.

For purposes of this Agreement, "Environmental Condition" shall mean any condition with respect to soil, surface water or groundwater at, from or below the Property or other conditions present at the Property. Such conditions need not be in violation of Environmental Laws (as herein defined) or require remedial action and/or could result in claims, demands, and/or liabilities to third parties, including but not limited to governmental entities.

Without limiting the generality of the foregoing, Purchaser expressly waives and relinquishes any and all rights and remedies Purchaser may now or in the future have
against Seller, whether known or unknown, with respect to the Environmental Condition of the Property except as expressly provided in this Agreement.


(b) **Inspection and Limited Entry License.** Subject to the terms and conditions hereof; Purchaser, its agents and representatives, and any other persons designated by Purchaser, shall at all times before the Closing have the privilege, opportunity, and right of entering upon the Property to conduct such examinations, tests, studies, and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof (collectively, "Studies"), as Purchaser deems necessary or desirable to satisfy itself as to the condition of the Property. Purchaser shall indemnify, defend, and hold harmless Seller, the Property and Seller’s agents, employees, officers, directors, shareholders, partners, members, affiliates, successors, assigns, and representatives for, from, and against any and all liabilities, losses, claims, demands, damages, including reasonable attorneys’ fees, experts fees, consultants fees, courts costs, and any other expenses which result from or arise out of or is any way connected with Purchaser’s inspection of the Property or in connection with Purchaser’s failure to restore the Property, which indemnification shall survive the Close of Escrow or any early termination of this Agreement; provided, however, that Purchaser’s obligation above to indemnify, defend, and hold harmless shall not extend to any claims or liabilities arising out of the discovery or disturbance of any pre-existing conditions on the Property. Purchaser agrees to return Property to the same or materially similar condition only in the event that it terminates this Agreement.
(c) **Seller Information.** No later than fifteen (15) days following the Effective Date, Seller shall furnish to Purchaser copies of all existing soils reports; engineering reports; environmental reports and related environmental studies, and other reports and studies, surveys, plats, plans, specifications, filings, permits, and/or certificates of non-compliance in Seller’s possession or control pertaining to the Property or the development thereof, including without limitation the October 2006 Site Closure Report (all such reports, information, and other data and materials collectively referred to as the **"Seller Information"**). While Seller is not required to undertake any action or to commission any such reports, studies, etc., including but not limited to, updating the October 2006 Site Closure Report, Seller agrees that any such Seller Information not in Seller’s possession or control concurrently with the execution hereof but which come into Seller’s possession or control prior to Close of Escrow shall be delivered to Purchaser. Seller shall cooperate with Purchaser if Purchaser desires to have any Seller Information updated and/or certified to Purchaser, so long as Seller does not incur any out-of-pocket cost to third parties in so doing. Purchaser acknowledges that Seller does not make any representation or warranty of any nature whatsoever regarding the truth, accuracy, validity, completeness, usefulness, suitability or any other aspect of the Seller Information, whether prior to or after the Effective Date, and Seller expressly disclaims any such representation and warranty. In the event this Agreement is terminated prior to Closing, Purchaser shall return all Seller Information promptly to Seller or promptly destroy the same.

(d) **Survival.** The provisions of this Section 6 shall survive Closing or any earlier termination of this Agreement, regardless of the reason for such termination.

7. **Conditions Precedent.**

(a) **Inspection Period.** It is agreed that Purchaser’s obligations hereunder are conditioned upon Purchaser being satisfied, at Purchaser’s sole cost and expense, within the Inspection Period (as defined below) with the condition of the Property, and any information related to the Property as more fully set forth below:

(i) **Title.** As soon as reasonably practicable, Purchaser shall cause Escrow Agent to provide to Purchaser and Seller a title commitment issued by First American Title Insurance Company ("**Title Company"**) for the Property (the **"Title Commitment"**). Purchaser shall deliver, at Purchaser’s cost, an ALTA survey of the Property, from a surveyor reasonably selected by Purchaser, based on the Title Commitment as soon as reasonably practicable, but in any event no later than thirty (30) days following the Effective Date (the **"Survey"**). Purchaser shall have until expiration of the Inspection Period, or ten (10) days after the receipt of any amendment to the Title Commitment and copies of all instruments and documents referred to therein (but not to exceed the Closing Date), to give written notice to Seller (the **"Title Objection Notice"**) of any objectionable matter or defect which Purchaser determines in its reasonable discretion (the **"Title & Survey Objections"**). Seller shall reasonably cooperate with Purchaser to cure such Title & Survey Objections by the Closing Date. If such Title & Survey Objections are not cured by the Closing Date, then Purchaser shall have the option either to: (i) waive its objections hereunder and take title to the Property pursuant to the remaining terms of this Agreement; or (ii) terminate this Agreement by giving written notice to Seller on or before the Closing Date. If this Agreement is terminated pursuant to this Section 7(a)(i), the Earnest Money shall be refunded by Escrow Agent to
Purchaser, and this Agreement shall be null and void and of no further force or effect with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein. Seller makes no representations or warranties whatsoever concerning title, except as specifically provided in this Agreement. The provisions of this Section 7(a)(i) shall survive Closing.

(ii) Studies. Purchaser shall conduct due diligence studies, including such physical inspections and other tests, examinations, studies, and appraisals of the Property, as Purchaser deems necessary to satisfy its condition and suitability for Purchaser’s Intended Use thereof.

(iii) Approval During Inspection Period. Should Purchaser not be satisfied with the condition of the Property, in Purchaser’s sole and absolute discretion, Purchaser shall deliver written disapproval notice to Seller and Escrow Agent on or before the expiration of the Inspection Period, and this Agreement shall be deemed terminated. In the event of such disapproval and termination, the Earnest Money shall be refunded by Escrow Agent to Purchaser and this Agreement shall be null and void and of no further force or effect. Purchaser and Seller thereafter have no further rights, obligations or liabilities hereunder except as otherwise set forth herein. If Purchaser fails to deliver the written disapproval notice to Seller and Escrow Agent on or before the expiration of the Inspection Period, Purchaser shall be deemed to be satisfied with the Property and the Earnest Money shall be non-refundable to Purchaser, except in the event of a default hereunder by Seller, or upon the failure of Purchaser to obtain the Development Approval, or pursuant to any other provision of this Agreement providing for the return of Earnest Money to Purchaser.

For purposes of this Agreement, the term “Inspection Period” means the period commencing on the Effective Date and expiring at 5:00 p.m. (Arizona time) sixty (60) calendar days thereafter.

(b) Development Approval.

(i) Purchaser shall timely submit conceptual, preliminary and final site plan approval applications to the Seller at the required intervals and shall otherwise make commercially reasonable efforts to submit to Seller all other items reasonably necessary to obtain rezoning, replatting and final site plan approval for the Intended Use on the Property (collectively, the “Development Approval”). Purchaser and Seller shall cooperate in the pursuit of the Development Approval. Purchaser shall be responsible, at its sole cost and expense, for obtaining the Development Approval.

(ii) The Parties agree that the Closing is contingent upon Seller delivering all Development Approvals and that the Closing Date will automatically be extended to accommodate such condition.

(iii) If Seller is unable to deliver the Development Approval within one hundred eighty (180) days following expiration of the Inspection Period, Purchaser may (but is not obligated to) terminate the Agreement, in which event Purchaser shall receive the Earnest Money and neither party will have any further obligation under this
Agreement, except those that survive such termination. The Parties agree, however, that nothing requires the Seller to issue such Development Approvals.

(iv) Seller agrees to use best efforts to review, consider and render a final decision in a timely manner all other construction plans, permits, approvals, licenses, and other items submitted by Purchaser as may be required for Purchaser to construct and operate the Intended Use on the Property, including without limitation the required signage requested by Purchaser for the Intended Use in a timely manner. This obligation shall survive the Closing.

8. **Maintenance of Property.** Seller shall take no action to change the condition of the Property or the condition of title to the Property from the Effective Date until Closing.

9. **Conditions to Closing.**

   (a) **Seller’s Conditions.** Notwithstanding anything to the contrary contained herein, for the benefit of Seller, the Closing shall be expressly conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller’s written waiver thereof, it being agreed that Seller may waive any, all or none of such conditions):

   (i) **Purchaser’s Obligations.** Purchaser shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Purchaser; and

   (ii) **Purchaser’s Representations.** All covenants, representations, and warranties made by Purchaser to Seller in this Agreement shall be true and correct as of the Closing Date.

   (b) **Purchaser’s Conditions.** Notwithstanding anything to the contrary contained herein, for the benefit of Purchaser, the Closing shall be expressly conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Purchaser’s written waiver thereof, it being agreed that Purchaser may waive any, all or none of such conditions):

   (i) **Seller’s Obligations.** Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller;

   (ii) **Seller’s Representations.** All covenants, representations, and warranties made by Seller to Purchaser in this Agreement shall be true and correct as of the Closing Date;

   (iii) **Title Policy.** Title Company shall be irrevocably committed to issue the Title Policy and all requirements to deliver such policy have been met;

   (iv) **No Litigation.** There shall be no litigation pending or threatened affecting Seller’s ability to sell the Property; and

In the event that one or more of the conditions in Section 10(a) or 10(b) are not satisfied as of the closing, Seller or Purchaser, as applicable, may elect either to proceed to Closing or to terminate this Agreement upon written notice to the other. Upon a termination pursuant to the provisions
of this Section 10, the terminating party shall be entitled to the Earnest Money and this Agreement shall be null and void and of no further force or effect, with Purchaser and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

10. **Conveyance of Title.** At Closing, Seller shall convey free simple title to the Property to Purchaser pursuant to the Deed, subject only to the following: (i) all real estate taxes, supplemental taxes and assessments not yet due and payable; and (ii) all Title & Survey Objections waived by Purchaser pursuant to Section 7(a)(i) above (together, the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller covenants to convey the Property to Purchaser free and clear of: (i) all monetary liens and encumbrances; and (ii) all other contractual or governmental interests in the Property, if any, which shall not be Permitted Exceptions.

11. **Closing Documents.**

   (a) **Deposits by Seller.** Seller shall deliver at the Closing the following documents (which shall be duly executed and acknowledged, where necessary, by Seller as appropriate):

      (i) the Deed, executed and acknowledged by Seller;

      (ii) a General Assignment and Bill of Sale, assigning any personal or intangible property to Purchaser;

      (iii) any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Seller, duly executed by Seller;

      (iv) such evidence as the Escrow Agent shall reasonably require as to the authority of the parties acting on behalf of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto;

      (v) a closing statement which sets forth the distribution of the Purchase Price and other funds; and

      (vi) an Affidavit of Property Value, if required, which may be executed on behalf of Seller by the Escrow Agent.

   (b) **Deposits by Purchaser.** Purchaser shall deliver at the Closing the following documents (which shall be duly executed and acknowledged, where necessary, by Purchaser as appropriate) and the following funds:

      (i) such evidence as the Escrow Agent shall reasonably require as to the authority of the parties acting on behalf of Purchaser to enter into this Agreement and to discharge the obligations of Purchaser pursuant hereto;

      (ii) a closing statement which sets forth the distribution of the Purchase Price and other funds;
(iii) an Affidavit of Property Value, which may be executed on behalf of Purchaser by the Escrow Agent;

(iv) the balance of the Purchase Price plus Escrow Agent’s estimate of Purchaser’s share of closing costs, prorations and charges payable pursuant to this Agreement; and

(v) any reasonable and customary certificates and affidavits that may be required in the normal course by Title Company, in form and substance satisfactory to Purchaser, duly executed by Purchaser.

12. **Condemnation.** In the event that at any time between the making of this Agreement and Closing, all or a material portion of the Property (as shall be determined by Purchaser in its reasonable discretion, taking into account the planned construction and development of the Property) is condemned or threatened to be condemned by any legally constituted authority for any public use or purpose, then Purchaser may elect to either: (a) terminate this Agreement upon the earlier of (i) forty-five (45) days after receipt of the notice of condemnation, or (ii) the Closing Date, in which event the Earnest Money paid by Purchaser shall be immediately refunded by Escrow Agent to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights hereunder except as otherwise set forth herein, or (b) have the terms of this Agreement remain in full force and effect and binding on the parties hereto, and Purchaser shall accept an assignment from Seller at Close of Escrow of all amounts due from any governmental entity arising out of the taking thereof.

13. **Agreement Assignable by Purchaser.** Purchaser is granted the right to nominate and/or assign, as its successor in interest under this Agreement, any corporation, partnership, limited liability company or other entity which is a financing partner of Purchaser or which is owned or controlled by Purchaser, or under common ownership or control with another entity owned or controlled by Purchaser provided that any such assignee explicitly assumes in writing the duties and responsibilities of the Purchaser under this Agreement. The words “nominee” and “assignee” are used interchangeably in this Agreement.

14. **Notices.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be delivered by e-mail, personal delivery, overnight delivery service, or United States registered or certified mail, return receipt requested, postage prepaid (all of the foregoing, a “Delivery Service”), addressed as follows:

To Seller: The City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301
Attention: Kevin Phelps, City Manager
Email: kphelps@glendaleaz.com

With a copy to: The City of Glendale
5850 W. Glendale Avenue,
Glendale, Arizona 85301
Attention: Michael Bailey
mbailey@glendaleaz.com
To Purchaser: Advanced Acquisitions LLC  
15300 North 90th Street, Suite 200  
Scottsdale, Arizona 85260  
Attention: Gary Burton  
Telephone: 480-627-7000  
Email: gburton@cavanrealestate.net

With a copy to: Kingsley Law Firm LLC  
14362 North Frank Lloyd Wright Blvd  
Suite 1000  
Scottsdale, Arizona 85260  
Attention: Paul Kingsley, Esq.  
Telephone: 602-814-0716  
Email: paul@kingsleylawaz.com

To Escrow Agent: At the information set forth in Section 2(a) above.

or to such other address as any party may from time to time designate by notice in writing to the other parties. All notices given pursuant to this Agreement shall be deemed given three (3) business days following deposit with a Delivery Service, except in the case of e-mail (in which case notice shall be deemed to be given when such email is sent).

15. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver, or discharge is sought.

16. **Legal Fees.** In the event legal action is instituted by any of the parties to enforce the terms of this Agreement or arising out of the execution of this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys’ fees and court costs actually incurred (without regard to statutory interpretation).

17. **Brokers.** Purchaser and Seller represent each to the other that they have not discussed this Agreement or the subject matter of this Agreement with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate broker, agent, or salesman, so as to create any legal right in any such broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Property or the other transactions contemplated by this Agreement. Seller and Purchaser hereby agree to indemnify and hold the other harmless from and against any and all claims (including, without limitation, court costs and reasonable attorneys’ fees actually incurred in connection with any such claims) for any other real estate commissions or similar fees arising out of or in any way connected with any breach of the foregoing representation. This Section 17 shall survive the Closing or earlier termination of this Agreement.
18. **Default.**

(a) **By Purchaser: Liquidated Damages.** If Purchaser commits a material default under this Agreement, then if such default is not cured within ten (10) business days following written notice setting out the nature of such default, (provided if such default cannot be reasonably cured within ten (10) business days, then such cure period shall be extended for up to sixty (60) days so long as Purchaser diligently pursues such cure using commercially reasonable efforts), then Seller may instruct the Escrow Agent to cancel the Escrow, and Seller shall thereupon be released from its obligations hereunder. Purchaser and Seller agree that based upon the circumstances now existing, known and unknown, it would be impractical, or extremely difficult to establish Seller’s damage by reason of Purchaser’s default. Accordingly, Purchaser and Seller agree that in the event of default by Purchaser under this Agreement, it would be reasonable at such time to award Seller “liquidated damages” equal to the Earnest Money, and Seller may instruct the Escrow Agent to cancel the Escrow and immediately pay over to Seller the Earnest Money. The payment of said liquidated damages, therefore, shall constitute Seller’s sole and exclusive remedy against Purchaser at law and in equity and shall be in lieu of the exercise by Seller of any other legal or equitable right or remedy that Seller may have against Purchaser as a result of Purchaser’s default. Nothing in this paragraph shall limit Seller’s independent right of recourse against Purchaser with respect to any indemnity made by Purchaser to Seller in accordance with the provisions of this Agreement which, by the operative terms hereof, survives termination.

(b) **By Seller.** If Seller commits a material default under this Agreement, then if such default is not cured within ten (10) business days following written notice setting out the nature of such default (provided if such default cannot be reasonably cured within ten (10) business days, then such cure period shall be extended for up to sixty (60) days so long as Seller diligently pursues such cure using commercially reasonable efforts), then Purchaser shall be entitled to the following exclusive remedies for such failure: (i) terminate this Agreement, in which event Escrow Agent shall return to Purchaser the Earnest Money; or (ii) pursue the remedy of specific performance of this Agreement. Nothing in this paragraph shall limit Purchaser’s independent right of recourse against Seller with respect to any indemnity made by Seller to Purchaser in accordance with the provisions of this Agreement which, by the operative terms hereof, survives termination. Purchaser and Seller hereby acknowledge and agree that the Property is unique and that specific performance is an appropriate remedy.

19. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

20. **Waiver.** Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of Purchaser’s or Seller’s right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

21. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. For purposes of negotiating and finalizing this Agreement, any signed document transmitted by e-mail with confirmation of receipt shall be treated in all manners and
respects as an original document. The signature of any party transmitted as aforesaid shall be considered for all purposes as an original signature and any such document shall be considered to have the same binding legal effect as an original document executed, delivered, and exchanged between the parties. Seller and Purchaser hereby agree that neither shall raise the use of an e-mail transmission of signatures as a defense to this Agreement and each waives such a defense.

22. **Captions: Construction.** All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement. The parties acknowledge and agree that: (i) each party is of equal bargaining strength; (ii) each such party has actively participated in the drafting, preparation, and negotiation of this Agreement; (iii) each such party has had the opportunity to consult with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement; (iv) each such party has reviewed this Agreement and has agreed to enter into this Agreement following such review; and (v) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments to this Agreement.

23. **Definitions.** Capitalized terms not otherwise defined in the body of this Agreement have the meaning set forth as follows:

(a) "**Intended Use**" shall mean construction and operation of a single-family home rental community containing approximately 200 homes, including clubhouse and community areas as more particularly described in the attachment to Purchaser’s offer to purchase, dated October 5, 2018, entitled The Bungalows on Orangewood.

(b) "**Force Majeure Event**" shall mean an event or circumstance which is beyond the control and without the fault or negligence of the party affected, such as the following: (a) riot, war, acts of terrorism, or similar armed conflict, (b) earthquakes, floods, fires, tornadoes, hurricanes, or other physical natural disaster, and (c) strikes, labor disputes, or shortages of materials at a national level, and delays due to approvals, permits, licenses and other entitlements to be issued with regard to the Property and the Intended Use.

25. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

26. **Entire Agreement.** Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Purchaser, their heirs, successors, legal representatives and assigns. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, between Purchaser and Seller as to the purchase and sale of the Property. No subsequent agreement, representation, or promise made by either party, or by or to an employee, officer, agent, or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound by such agreement, representation, or promise.
27. **Date for Performance.** If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

28. **Date of Agreement.** This Agreement shall become effective only upon the full execution and delivery thereof by Purchaser and Seller. The "Effective Date" of this Agreement shall be the date upon which this Agreement has been executed by both Purchaser and Seller and a mutually-executed copy is tendered to Escrow Agent.

29. **Closing Responsibility.** Seller and Purchaser hereby appoint Escrow Agent, and Escrow Agent hereby agrees to act, as “the person responsible for closing” the transaction which is the subject of this Agreement (as the same may be amended from time to time) pursuant to Section 6045(e) of the Internal Revenue Code.

30. **Survival of Covenants.** The covenants, representations, and warranties of the parties set forth in this Agreement which are expressly provided in this Agreement to survive Closing, shall survive the recordation of the Deed and the Close of Escrow and shall not be deemed merged into the Deed upon its recordation.

31. **Required Actions of Purchaser and Seller.** Purchaser and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required to consummate the purchase and sale contemplated in this Agreement and will use good faith efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

32. **Limitation on Seller’s Liability.** Purchaser agrees that Seller shall not have any liability, obligation or responsibility of any kind with respect to the content or accuracy of any Seller Information.

33. **Seller’s Representations.** In consideration of Purchaser entering into this Agreement and as an inducement to Purchaser to acquire the Property from Seller, Seller makes the following representations, warranties and covenants, each of which is material, shall be true and accurate as of the Effective Date and as of Close of Escrow as if those representations and warranties were made on and as of such time, and is being relied upon by Purchaser (the continued truth and accuracy of which shall constitute a condition precedent to Purchaser’s obligations hereunder):

   (a) **Authority.** Seller has the full power and authority to sell the Property, and has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated in this Agreement. The execution, delivery and performance of this Agreement have been duly and validly authorized, executed and delivered by Seller and no other authorization or action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller.

   (b) **Third Party Consents.** No consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.
(c) **Verification.** To the best of Seller’s knowledge: (i) all statements made and all information given to Purchaser in connection with this Agreement are true and accurate in every material respect and no material fact with respect has been withheld from the Purchaser; (ii) no representation or warranty of Seller in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements not misleading; and (iii) Seller has no knowledge or information of any facts, circumstances, or conditions which do or would materially adversely affect the Property, except as Seller otherwise discloses to Purchaser in writing during the Inspection Period.

(d) **Adverse Matters.** There are no: (i) claims, actions, suits, condemnation actions, or other proceedings pending or, to the knowledge of Seller, threatened by any entity; (ii) approvals, permits, easements, rights-of-way, zoning changes, uses or rights that have been denied or to the knowledge of Seller may be denied, by any governmental department or agency; or (iii) to the knowledge of Seller, violations of any law, statute, government regulation or requirement, that in any manner or to any extent may materially and adversely affect the Property, Purchaser’s Intended Use of the Property, or Purchaser’s right, title or interest in and to the Property.

(e) **Actions of Seller.** Seller shall not sell, convey, assign, lease or otherwise transfer all or any part of the Property, or cause or permit by Seller or those claiming by, through, or under Seller any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the Property from the date of this Agreement until Close of Escrow and recordation of the Deed.

(f) **Maintain Property.** During the course of Escrow, Seller will maintain the Property in the same state of repair as of the date hereof.

(g) **Environmental.** Seller has no actual knowledge and has conducted no investigations or due diligence activities to determine if there exists or has existed and Seller itself has not caused or been responsible for: (i) any generation, production, transportation, storage, treatment, discharge, disposal, release or threatened release upon or under the Property of any Hazardous Material or any violation of Environmental Laws; or (ii) any storage tanks or impoundments (either above or below the ground) or septic tanks.

(h) **Agreements.** Seller is not a party to or a participant in, and to the actual knowledge of Seller no previous or other proposed owner or developer of the Property is a party to or a participant in, any agreement (including but not limited to any kind of shared expense agreement, repayment agreement, reimbursement agreement, development payback agreement or joint development agreement) or understanding with or commitment in favor of the City of Glendale, Maricopa County, any other Federal, state or local governmental or regulatory agency or entity, any school district, any utility company, any other property owner, developer or proposed owner or developer, or any similar person or entity, that might now or in the future impose or result in or be deemed to impose or result in costs, claims, obligations, responsibilities, restrictions, disapprovals, penalties or adverse effects of any nature materially affecting the Property or the development of the Property or the owner or developer of the Property, except as is disclosed on the Title Commitment or the Seller Information or as has been fully disclosed in writing to Purchaser.
(i) **Notices.** Seller shall promptly provide Purchaser with copies of any written notices it receives as owner of the Property from any governmental entity, utility, improvement district, or other person of any new (or increases in existing) development fees, impact fees, assessments or other fees or charges that will be levied (or are under consideration by any such entity) or of any other matter that would materially affect Purchaser’s ownership, development or Intended Use of the Property.

34. **Purchaser’s Representations and Warranties.** In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Purchaser, Purchaser makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller’s obligations hereunder):

(a) **Authority.** Purchaser has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Purchaser is requisite to the valid and binding execution, delivery and performance of this Agreement by Purchaser.

(b) **Representations.** All representations and warranties of Purchaser set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

35. **Specially Designated Nationals And Blocked Persons List.** Each party represents and warrants to the other party that neither the party nor any Representative of such party (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (“OFAC”) pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the “Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively in this Section 36 called the “Orders”); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. For purposes of this Section 36 only, the term “Person” shall mean an individual, corporation, partnership, joint venture, association, firm, joint stock company, trust, limited liability company, unincorporated association or other entity; and the term “Representative” shall mean the officers, directors, shareholders, partners, council members, board members, staff, committee members, planning and other commissioners, officials, employees, members, agents, principals, independent contractors, attorneys, accountants and representatives of the referenced Person and the predecessors, heirs, successors and assigns of any such Person.

36. **Like-Kind Exchange.** Purchaser, by notice to Seller, may assign the legal interests in this Agreement to a qualified tax-deferred exchange intermediary for the purpose of effecting a tax-deferred, like-kind exchange. Seller shall reasonably cooperate with Purchaser to assign its interest; provided, however, that: (i) Seller shall not be required to incur any additional
costs, liabilities, or delays in connection with this assignment; (ii) Seller shall not have any obligation to act as an exchanging party and shall not be obligated to take title to any exchange property; and (iii) Seller shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of Seller’s performance of the acts required hereby.

37. **Confidentiality.** Except as required by applicable law, Seller and Purchaser shall keep the Confidential Information in strict confidence and shall not disclose the contents thereof except to their respective attorneys, accountants, engineers, surveyors, financial partners, bankers or other professional advisors who have agreed to maintain such Confidential Information in strictest confidence. Except as required by applicable law, without Purchaser’s prior written consent, Seller and its agents shall not publicly announce or disclose the existence of this Agreement or Purchaser’s intent to purchase the Property and develop the Property for the Intended Use. Purchaser’s obligations under this Section shall expire upon the consummation of the Closing. For purposes hereof, "Confidential Information" means, with regard to Purchaser’s obligations under this Section 37, the Seller Information, and with regard to Seller’s obligations under this Section 37, all financial information and all material, non-public, business-related information, written or oral, whether or not it is marked as confidential, that is disclosed or made available to Seller through any means of communication or observation by Purchaser or any of Purchaser’s affiliates or representatives.

[Signature pages follow]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set out below their respective signatures.

“SELLER”

CITY OF GLENDALE
an Arizona municipal corporation

By: ____________________________
Name: __________________________
Title: __________________________

Date: __________________________

“PURCHASER”

ADVANCED ACQUISITIONS, LLC,
an Arizona limited liability company

By: ____________________________
Name: Gary M. Burton
Title: Vice President

Date: __________________________

Acceptance by Escrow Agent:

Premier Title Agency acknowledges that it has received a fully executed counterpart of the Agreement and agrees to act as Escrow Agent thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Agent.

Premier Title Agency

By: ______________________________
Name: Rich Newton
Its: Commercial Escrow Officer
Date: ____________________________
EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 1:

The North half of the Northwest quarter of the Southwest quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that part of the Northwest quarter of the Southwest quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING at the West quarter corner of said Section 3;

thence East along the mid-section line a distance of 208.71 feet to a point;

thence South along a line parallel with the West section line a distance of 208.71 feet to a point;

thence West along a line parallel with the mid-East-West section line a distance of 208.71 feet more or less to the West line of said Section 3;

thence North along the West section line a distance of 208.71 feet more or less to the TRUE POINT OF BEGINNING; and

EXCEPT that part of the North half of the Northwest quarter of the Southwest quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the Southwest corner of said North half of the Northwest quarter of the Southwest quarter;

thence East along the South line of said North half of the Northwest quarter of the Southwest quarter a distance of

208.71 feet to a point;

thence North along a line parallel with the West section line a distance of 208.71 feet to a point;

thence West along a line parallel with the South line of the North half of the Northwest quarter of the Southwest quarter a distance of 208.71 feet to a point on the West section line;

thence South along the West section line a distance of 208.71 feet more or less to the TRUE POINT OF BEGINNING.
EXHIBIT A
(continued)

PARCEL NO. 2:

The North 4.75 feet of the East 1,111.29 feet of the South half of the Northwest quarter of the Southwest quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the West 207 feet of said South half.

PARCEL NO. 3:

The North 10.88 feet of the South 208.71 feet of the West 208.71 feet of the North one-half of the Northwest one quarter of the Southwest one quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 4:

A part of the West 208.71 feet of the South 197.83 feet of the North half of the Northwest quarter of the Southwest quarter, Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more fully described as follows:

COMMENCING at the Southwest corner of the North half of the Northwest quarter of the Southwest quarter;

thence North 89 degrees 47 minutes 35 seconds East along the South line of said North half of the Northwest quarter of the Southwest quarter a distance of 202.30 feet to the TRUE POINT OF BEGINNING;

thence North 01 degrees 11 minutes 04 seconds East, a distance of 153.56 feet;

thence North 89 degrees 53 minutes 31 seconds West, a distance of 203.18 feet to a point on the West line of said Section 3;

thence North 00 degrees 50 minutes 52 seconds East, along the West line of said Section 3 a distance of 43.17 feet;

thence North 89 degrees 47 minutes 35 seconds East, a distance of 208.71 feet; thence South 00 degrees 50 minutes 52 seconds West, a distance of 197.83 feet;

thence South 89 degrees 47 minutes 35 seconds West, a distance of 6.41 feet to the POINT OF BEGINNING.
EXHIBIT A
(continued)

PARCEL NO. 5:

Part of the West 208.71 feet of the South 197.83 feet of the North half of the Northwest quarter of the Southwest quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the Southwest corner of said North half of the Northwest quarter of the Southwest quarter;

thence North 89 degrees 47 minutes 38 seconds East along the South line of said North half of the Northwest quarter of the Southwest quarter a distance of 202.30 feet to a point;

thence North 01 degrees 11 minutes 04 seconds East a distance of 153.56 feet;

thence North 89 degrees 53 minutes 31 seconds West a distance of 203.18 feet to a point on the West line of section 3;

thence South 00 degrees 50 minutes 52 seconds West along the West line of said Section 3 a distance of 154.66 feet to the True Point of Beginning.

PARCEL NO. 6:

Part of the West 208.71 feet of the South 197.83 feet of the North half of the Northwest quarter of the Southwest quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

BEGINNING at the Southwest corner of said North half of the Northwest quarter of the Southwest quarter;

thence North 89 degrees 47 minutes 38 seconds East along the South line of said North half of the Northwest quarter of the Southwest quarter a distance of 202.30 feet to a point;

thence North 01 degrees 11 minutes 04 seconds East a distance of 153.56 feet;

thence North 89 degrees 53 minutes 31 seconds West a distance of 203.18 feet to a point on the West line of section 3;

thence South 00 degrees 50 minutes 52 seconds West along the West line of said Section 3 a distance of 43.17 feet:
thence North 89 degrees 47 minutes 35 seconds East a distance of 208.71 feet; thence South 00 degrees 50 minutes 52 seconds West a distance of 197.83 feet;

thence South 89 degrees 47 minutes 35 seconds West a distance of 6.41 feet to the True Point of Beginning

PARCEL 7:

That part of the Northwest quarter of the Southwest quarter of Section 3, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

BEGINNING at the West quarter corner of said Section 3;
thence East along the mid-section line a distance of 208.71 feet to a point;
thence South along a line parallel with the West section line a distance of 208.71 feet to a point;
thence West along a line parallel with the mid-East-West section line a distance of 208.71 feet more or less to the West line of said Section 3;
thence North along the West section line a distance of 208.71 feet more or less to the TRUE POINT OF BEGINNING
EXHIBIT B

WHEN RECORDED MAIL THIS
SPECIAL WARRANTY DEED TO:

(Space Above for Recorder’s Use)

SPECIAL WARRANTY DEED

CITY OF GLENDALE, an Arizona municipal corporation (“Grantor”), for and in consideration of the Ten Dollars ($10.00), in hand paid to Grantor by ____________ (Grantee”), and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, hereby assigns, conveys, grants, transfers and delivers to Grantee all that certain land situated in Maricopa County, Arizona, and described on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”).

SUBJECT ONLY TO: current taxes, assessments, and those certain reservations in patents, liens, encumbrances, covenants, conditions, restrictions, rights of way, easements, obligations and liabilities as may appear on Schedule B attached hereto and made a part hereof.

GRANTOR HEREBY binds itself and its successors and assigns to warrant and defend the title against all acts of the Grantor, and none other, subject to the matters above set forth.

EXECUTED as of the day of ____________, 201__.

GRANTOR:

CITY OF GLENDALE, an Arizona municipal corporation

By: ____________ Exhibit — Do Not Sign
Name:_______________________________
Its:_______________________________

[add notary acknowledgment and exhibit]
RESOLUTION NO. R19-12


Presented by: Stephanie Small, Director, Community Services Department
Ismael Cantu, Community Action Program Administrator

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Housing (ADOH) for Community Action Program (CAP) funding in the amount of $464,250 for an eviction prevention pilot program.

Background

The CAP provides direct services to low and moderate-income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies. Because of this expertise, the Arizona Department of Housing (ADOH) has requested the City of Glendale CAP office to collaborate on an eviction-prevention effort within the City of Glendale.

This pilot program with the Arizona Department of Housing would provide $464,250 in funding to address an increasing number of evictions within specific Maricopa County zip codes located within the City of Glendale. Specifically, 85301, 85302, 85303, 85305 and 85307 have been identified as having higher than normal eviction rates based on information obtained from their corresponding Justice Courts of Mainstee and Country Meadows. CAP staff will screen and evaluate households for eligibility determination for eviction prevention financial assistance as specified by the ADOH Eviction Prevention Policy guidelines. With the approval of council, the thirteen month program will begin on Februray 1, 2019 and will end March 31, 2020.

Analysis
On average, the City of Glendale CAP provides direct assistance to approximately 2,500 persons each year. The individuals are all in the “low” to “moderately low” income category and typically use CAP services at their most urgent moment of need (i.e. – food, shelter, medical emergency). If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and have no opportunity to receive local assistance. If approved by Council, the ADOH agreement would provide additional funding to assist residents in maintaining their housing by providing the financial assistance to address the potential eviction of families in targeted areas of Glendale.

**Community Benefit/Public Involvement**

The CAP is designed to provide responsible and efficient support services that foster self-sufficiency, and emotional stability when individuals or families are experiencing a financial hardship or major life crisis.

---

### Fiscal Impact

**Fiscal Year:** FY2019-20  
**Fiscal Year Amount Requested:** 464,250  
**Budgeted Y/N:** N  
**Account:** TBD  
**Transfer Required? Y/N:** Y  
**If Yes, what account will be used?:** Grant contingency

**Budget and Financial Impacts:**
The CAP program is entirely funded through an annual entitlement grant from DES.

<table>
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<th>Cost</th>
<th>Fund-Department-Account</th>
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<td>$464,250</td>
<td>There is no financial match required for this grant. Appropriation to spend the grant funds will be requested as part of the FY2019-20 budget process or transferred from Miscellaneous Grant Contingency once the agreement is fully executed.</td>
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**Attachments**

R19-12  
ADOH Funding Agreement
RESOLUTION NO. R19-12


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 Funding Agreement with the Arizona Department of Housing for the Housing Trust Fund-Eviction Prevention Program funding in the approximate amount of $464,250 be entered into, which agreement is now on file with 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 22nd day of January, 2019.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager
FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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AGREEMENT NO. 522-19
TERMINATION DATE 3/31/2020

FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GLENDALE COMMUNITY ACTION AGENCY
FOR
HOUSING TRUST FUND-EV ICTION PREVENTION

This Funding Agreement is made by and between:

The Arizona Department of Housing ("ADOH"), located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("CDBG").

☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("HOME").

☒ A.R.S. § 41-3955 (State Housing Trust Fund) ("HTF").

☐ A.R.S. § 41-3957 (State Housing Program Fund) ("HPF").


☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("COC").

☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289), (National Housing Trust Fund) ("NHTF").


Funding Agreement with
State of Arizona, Department of Housing

☐ Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").
and
GLENDALE COMMUNITY ACTION AGENCY

(Entities)

An Arizona Non-profit ("Recipient") DUNS #077523579, located at

5850 W. GLENDALE AVE. SUITE B-51

GLENDALE, AZ 85301

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide $464,250.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ CDBG, CFDA # 14.228
 Федеральный Фискальный год _____
________

☐ HOME, CFDA # 14.239
 Федеральный Фискальный год _____
________

☒ HTF
Государственный Фискальный год 2019
$464,250.00

☐ HPF
Государственный Фискальный год _____
________

☐ HOPWA, CFDA # 14.241
 Федеральный Фискальный год _____
________

☐ COC, CFDA # 14.267
 Федеральный Фискальный год _____
________
Funding Agreement with
State of Arizona, Department of Housing

☐ NHTF, CFDA # 14.275
Federal Fiscal Year ______
$____

☐ DOE WAP, CFDA # 81.042
Federal Fiscal Year ______
$____

☐ LIHEAP WAP, CFDA # 93.568
Federal Fiscal Year ______
$____

☐ SWG WAP
State Fiscal Year ______
$____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in Section 1 for the completion of this Agreement as indicated in the Budget attached hereto as Attachment C. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until 3/31/2020 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient’s application for funds, which is attached hereto as Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement attached hereto as Attachment E.
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☐ CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) Certification and Other Requirements Relating to Title I Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; (6) CDBG Application Handbook; (7) CDBG Grant Administration Handbook; and (8) CDBG Procurement, Contracts and Acquisition Handbook (collectively “the Incorporated Documents”) as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.

☐ HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) Certification and Other Requirements Relating to Title II Assistance attached hereto as Attachment F; (3) the provisions contained in the State of Arizona Consolidated Plan; (4) ADOH ERR Handbook; (5) ADOH Labor Standards Handbook; and (6) the State Housing Fund Program Summary and Application Guide.

☒ HTF funds require adherence to the State Housing Fund Program Summary and Application Guide as revised.

☐ HPF funds require adherence to the Special Needs Housing Manual as revised.

☐ COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the Special Needs Housing Manual.

☐ HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the Special Needs Housing Manual.

☐ NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the State of Arizona Consolidated Plan; (3) State Housing Fund Program Summary and Application Guide; (4) State of Arizona Qualified Allocation Plan; and (5) National Housing Trust Fund Allocation Plan.

☐ DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the Arizona Weatherization Assistance Program State Plan (State Plan); (3) Health and Safety Plan (HSD Plan); (4) the Arizona Weatherization Policies and Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

☐ LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the Arizona Weatherization Assistance Program State Plan (State Plan); (3) Health and Safety Plan (HSD Plan); (4) the Arizona Weatherization Policies and Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.
SWG WAP funds require adherence to the following provisions: (1) the Arizona Weatherization Assistance Program State Plan (State Plan); (2) Health and Safety Plan (HSD Plan); (3) the Arizona Weatherization Policies and Procedures Handbook; (4) Arizona Weatherization Assistance Program Field Guide; (5) Standard Work Specifications; and (6) WAP Memorandum 15-10 Quality Management Plan.

Section 6.  SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the Scope of Work hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work.  Recipient agrees to follow the procedures indicated as marked below regarding changes to the Scope of Work.

Revisions to the Scope of Work that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the Scope of Work require written amendment to this Agreement:

(a)  The purpose of the project changes;
(b)  The location of the project changes;
(c)  A project activity is added, deleted or altered such that it becomes a different activity;
(d)  The beneficiary of any activity changes;
(e)  Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised Scope of Work attached;
(f)  The ownership entity changes; and
(g)  Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7.  REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.
7.1 Performance Report. Recipient agrees to submit the ADOH Performance Report respective of the types of projects indicated below and attached as Attachment B.

☐ HOME, NHTF, HTF funded rental development projects ("Rental Projects"). Or HPF funded rapid rehousing projects. Recipient must submit a Bimonthly Performance Report attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).

☒ HOME, HTF and CDBG non-rental projects ("HOME, HTF and CDBG Non-Rental Projects"). Recipient must submit a Monthly Progress Report attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.

☐ COC funded assistance for persons who are homeless ("Homeless Projects"). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a Bimonthly Performance Report attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit Annual Progress Report (APR) data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.

☐ HOPWA funded rental assistance and services ("HOPWA Projects"). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) HUD Consolidated Annual Performance Evaluation Report (CAPER) in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.

☐ DOE WAP, LIHEAP WAP and SWG WAP funded projects ("Weatherization Projects"). Recipient must submit a Monthly Performance Report attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in
writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

(a) The funds have been expended;
(b) The Scope of Work has been completed;
(c) The contract period set forth in this Agreement has expired; or
(d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the Scope of Work in accordance with the Schedule of Completion hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

☐ Rental Projects funded with HOME or HTF. Recipient must notify ADOH of revisions to the Schedule of Completion using the Bimonthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☒ Non-Rental Projects funded with HOME, HTF and CDBG. Recipient must notify ADOH of revisions to the Schedule of Completion using the Monthly Performance Report, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised Schedule of Completion attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within
fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

☐ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

**Section 9. BUDGET**

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the Budget require a contract amendment:

(a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;

(b) Additional funding sources are added to the Project;

(c) Recipient is requesting a change to the grant terms.
HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the Budget require a contract amendment:

(a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
(b) Recipient is requesting a change to the loan terms.

WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-
(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH’s release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

(a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);

(b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ WEATHERIZATION (DOE WAP, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In
no event shall such compensation exceed eighteen percent (18%) of the total funding
provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State’s Unclaimed Property
Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF
HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required
funding as indicated in Recipient’s application, ADOH agrees to reimburse or advance
Recipient for authorized expenditures according to the Budget in Attachment C. Recipient
must maintain invoices and other similar documentation to support payment expenses under
those generally accepted accounting principles and procedures approved by ADOH and
outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440
and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other
legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies
and federal Environmental Review conditions. Requests for reimbursement must be made
using the ADOH Request for Payment form hereby incorporated into this Agreement and
attached as Attachment D. For construction projects, Release of Lien documents must be
attached to the Request for Payment in amounts proportionate to contractor reimbursement
requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time
records, invoices, contracts, vouchers, orders and other accounting documents evidencing in
proper detail the nature and propriety of the respective charges as may be required by
applicable federal rules and regulations, including requirements by the Federal Office of
Management and Budget, and as may be otherwise reasonably required to permit ADOH to
determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient’s right to incur expenses under this Agreement shall cease upon expiration
of this Agreement. All requests for reimbursement on expenditures made prior to expiration
of this Agreement must be requested within sixty (60) days after expiration. Unless expressly
authorized by ADOH in writing, expenditures not requested within the sixty (60) day period
after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by
ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM
INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

“Funds Recouped by Recipient” means funds initially provided by ADOH to
Recipient under this Agreement and any matching contributions that are recouped by
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Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.
Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within thirty (30) days of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the Scope of Work (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH’s original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the Scope of Work for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the Scope of Work; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the Scope of Work (Attachment A) and the Schedule of Completion (Attachment B) or the terms of this Agreement.
AODH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 **Reallocation of Recaptured Funds.** AODH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 **Repayment of Funds.** Recipient agrees to repay funds provided under this contract if AODH determines that Recipient has failed to use the funds provided by AODH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. AODH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by AODH.

Section 16. **REVERSION OF ASSETS**

16.1 **Funds Remaining at Expiration.** Upon expiration of this Agreement, Recipient shall transfer to AODH any unexpended funds advanced to Recipient by AODH under this Agreement.

16.2 **Real Property Acquired or Improved with CDBG Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by AODH under this Agreement (including CDBG funds provided to Recipient in the form of a loan in excess of $25,000), shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to AODH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 **Real Property Acquired or Improved with HOME Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by AODH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 **Real Property Acquired or Improved with State Housing Trust Funds.** Upon expiration of this Agreement, any real property under Recipient's control that was acquired
or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:
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(a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;

(b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the Scope of Work (Attachment A) or fails to expend any funds in accordance with the Budget (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT
22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
(b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
(d) Withhold further awards to Recipient’s project funded by the award evidenced by this Agreement;
(e) Recapture funds and terminate contract;
(f) Withhold future ADOH grant awards from all sources; or
(g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to “Debarment and Suspension” under the United States President’s Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the
bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

☐ **CDBG funded projects only**: All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.

☐ **WEATHERIZATION projects only**: All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

**Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS**

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

**Section 26. AVAILABILITY OF FUNDS**

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH 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 ADOH at the end of the period for
Funding Agreement with  
State of Arizona, Department of Housing  

which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS
Funding Agreement with
State of Arizona, Department of Housing

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT
Funding Agreement with
State of Arizona, Department of Housing

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

(a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

(b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with
Funding Agreement with
State of Arizona, Department of Housing

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

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

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

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

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

(c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient’s and subcontractors’ own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient’s insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.
Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker’s Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient’s acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH’s right to insist on, strict fulfillment of Recipient’s obligations under this Agreement.

The insurance policies, except Worker’s Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient’s operations and products and completed operations.
Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Recipient’s any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient’s work. Coverage will be at least as broad as coverage code 1, “any auto”, (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker’s Compensation. Recipient shall carry Worker’s Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient’s employees engaged in the performance of the work or services; and Employer’s Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker’s Compensation and Employer’s Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient’s insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Recipient’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section “federal funds” means funding from the CDBG, HOME, HOPWA and COC programs; see Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient’s contractors shall comply with the requirements of the
federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GLENDALE COMMUNITY ACTION AGENCY
Entity
ISMAEL CANTU
Attention (if applicable)
5850 W. GLENDALE AVE. SUITE B-51
Mailing Address
GLENDALE, AZ 85301
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.
Funding Agreement with
State of Arizona, Department of Housing

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. A.R.S. §35-393.01.

Recipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOUSING

BY: ___________________________  BY: ___________________________

Carol L. Ditmore                                      Kevin Phelps

TITLE: Director                                         TITLE: City Manager

DATE: ___________________________  DATE: ___________________________
ATTACHMENT A

GLENDALE COMMUNITY ACTION AGENCY

#522-19

SCOPE OF WORK

SUMMARY:

The Arizona Department of Housing (ADOH) has determined that eviction prevention services may be needed to address the high numbers of evictions happening in the state. The goal of this pilot program is to increase access to informative and efficient eviction prevention services in particular courts in the state of Arizona. This involves providing funding, collecting and analyzing data, developing strategies for efficiency, and strengthening best practices around eviction issues. Services include a comprehensive eligibility assessment, financial assistance, information and referral, and other non-financial case management services including housing assistance, crisis management services, referrals to legal aid, budgeting and financial management education materials.

Glendale Community Action Agency, Recipient shall administer eviction prevention assistance, in the following five zip codes in Maricopa County; 85301, 85302, 85303, 85305, 85307, targeting Manistee and Country Meadows Justice Courts for approximately 235 households. Households eligible to receive assistance must have received a formal, five day non-payment of rent notice from the property manager/landlord and have a total household income at/or below sixty percent (60%) of Area Median Income (AMI). Recipient will screen and evaluate households for financial assistance based on a comprehensive assessment (see Exhibit 1) and will provide eligible households with eviction prevention financial assistance as specified by the ADOH Eviction Prevention Policy guideline. (Attachment E)

By the signing of this contract, Recipient is certifying that the agency is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state debarment agency.

TERM OF AGREEMENT:

This Agreement is herein executed for a fifteen (15) month period from January 1, 2019 to March 31, 2020. Additional one (1) year renewals may be available at the
discretion of ADOH based upon project performance and availability of funding. Renewals may involve a new Scope of Work, Performance Timeline, and/or Grant amount to be negotiated with the entity selected for contracting.

**EXPENDITURE RATE:**

Recipient shall submit Request for Payments (Attachment D) within 30 days of the end of each month for expenditures actually incurred, with supporting documentation for all funds to be reimbursed.

**KEY DUTIES INCLUDE:**

A. **Conducting a comprehensive eligibility assessment**

1) Schedule an initial eligibility interview within 48 hours of initial contact with the household. (Prescreening can be started over the phone for eligibility)

2) Ensure that the household meets all eligibility criteria as specified on the ADOH Eviction Prevention Policy Guideline.

3) Administer Eligibility Assessment to determine level of need and sustainability of the leasing contract. If leasing obligations are not financially sustainable make referrals for other resources as appropriate.

4) Communicate and discuss all eligible services with household, determine desired services and action steps. (Financial, program referral, budgeting education)

B. **Determining level of financial assistance needed**

1) Gather all household income verification documents including any assets that are currently being held by household members. Verification documents may include pay stubs, bank statements, disability letters, etc.

2) Utilize household budgeting worksheet to determine and demonstrate a 90 day sustainability window of the monthly leasing obligations. If a 90 day sustainability window is not present, advise the household that financial assistance is not warranted.
3) Initiate contact with landlord and issue payment voucher if and when financial assistance is appropriate. Provide approximate time frame to both the landlord and household of when to expect the financial assistance voucher.

C. Providing communication and advocacy with landlords on behalf of eligible households

1) Initiate contact with landlord or managing entity to discuss the Eviction Prevention Program assistance relating to the household.

2) Discuss options that are available to the household regarding the pending eviction under the lease.

3) Assist household, if necessary, in the identification of other housing options which demonstrate sustainability based on household budget.

4) Discuss options with the household, which may include time frames for vacating the unit, resolving unpaid rent and/or other fees with program assistance or which are critical to the household maintaining housing.

D. Making appropriate referrals for Assistance

1) Determine household referral needs based on the initial assessment.

2) Make referrals to the appropriate legal entity.

3) Facilitate any additional services for households, up to and including rental financial assistance if deemed appropriate.

E. Making appropriate referrals for non-eligible applicants

1) Determine what alternative services are needed and what services for which the household is eligible.

2) Coordinate with other service providers for referral up to and including a referral for shelter and or to the homeless coordinated entry system.
3) Assist households in scheduling and confirming appointments with other providers who can best meet the household’s needs.

F. Providing education, budgeting, and financial management materials to reinforce sustainability

1) Assist household in creating a sustainable budget which correlates with the monthly household income. Budgeting worksheets may be agency specific but should include at minimum the following: rent, utilities, food, and transportation.

2) Provide resources and options that households can utilize to supplement their monthly income including utility assistance programs, food assistance programs (SNAP), and or employment enhancement services.

3) Offer additional financial management and education classes, where applicable, to households who would benefit from additional support in creating and adhering to a monthly budget. Education classes may be agency specific and may fluctuate in availability depending on staffing and capacity.

G. Provide a follow up in 90 days to verify that homeless prevention was effective

1) Initiate a minimum of one follow up contact within 90 days of service provision with households who have received financial assistance.

2) Assess and verify household status, i.e. the household continues to remain stable in housing.

3) Determine if any additional support or services are needed.

4) Document and submit the result of the contact as a positive outcome or a non-positive outcome within the monthly report.

PERFORMANCE MEASURES:
Funding Agreement with

State of Arizona, Department of Housing

1) One hundred percent (100%) of households will be assessed for housing options.
2) Seventy-five percent (75%) of households will remain housed three months after being financially assisted.
3) Ten percent (10%) of households will engage with other options, ie financial literacy.

REPORTING REQUIREMENTS:

Recipient shall submit a monthly report attached to the monthly Request for Payment which will include:

1) Total number of eviction prevention assessments administered (Including those denied)
2) Total number of households receiving financial assistance
3) Total dollar amount per household
4) Zip Code for the Justice precinct
5) Number of households referred for legal assistance
6) Total positive and non-positive outcomes within 90 follow up window
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<th>Number</th>
<th>Description</th>
<th>Amount</th>
<th>Date</th>
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Total: $464.250.00

Activity No. 2019 HFD-COC

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Attachment D Page 35
# Eviction Prevention Assessment Form

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Phone</th>
<th>SS #</th>
<th>DOB</th>
<th>Ethnicity</th>
<th>Gender</th>
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<th>Education</th>
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**Address of Eviction:**

1) What type of housing do you live in (house, apt, mobile home)? ________________
   a) If mobile, is it skirted? □ Y □ N
2) Do you have a current lease agreement? □ Y □ N
3) What is the current monthly contracted rental amount? $______________
4) Is rent more than 50% of your income? □ Y □ N
   a) If yes, how long has rent been more than 50% of income? ________________
   b) If yes, how long have you lived at that address? ________________
   c) If yes, have any other programs assisted you before now? ________________
5) What caused you to seek assistance? ________________
6) Are you experiencing a crisis situation? □ Y □ N
7) Have you received a Five Day Notice from your landlord? □ Y □ N
8) Have you been given an eviction notice from your landlord? □ Y □ N
9) How long have you lived at your current address? ________________
10) How many times in the last 12 months have you been late in payment of rent? (among all addresses in previous 12 months) ________________
11) If late, what resources did you have/use to pay rent? (i.e. savings, friends, family, church)? __________________________
1) If provided with financial assistance, can your current leasing obligations be maintained for the next 90 days? (If not, proceed to mitigation assistance questions). □ Y □ N

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<tr>
<th>Income By Household Member Name</th>
<th>Income Source</th>
<th>Income Verification</th>
<th>Income Frequency</th>
<th>Total Monthly Income</th>
<th>Assets</th>
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2) Please explain to how you manage the income received by your household:

a) What gets paid first, second, third etc.? __________________________________________________

b) When crisis occur how do you generally work thru them? ___________________________________

3) Are there any outside factors that are impacting your monthly budget? (i.e. debt, fines, medical, etc.):________________________________________________

4) Have you ever applied for or used additional services to supplement your income? (i.e. food banks or programs, utility assistance, etc.) ______________________________

5) Do you need information on resources that are available in your community? □ Y □ N

6) Are you interested in learning more about managing a monthly budget? □ Y □ N

7) What is the term of your current lease? __________________________

8) Has your household income changed within the term of your lease? □ Y □ N
   Explain: ______________________________

9) Have you ever discussed re-negotiating the term of the lease with your landlord? □ Y □ N
   Explain: ______________________________

10) Is there anything else that has changed which has potential to impact your portion of the leasing obligations? ______________________________
11) Are there any unpaid or outstanding late fees that are owed to your landlord? □ Y □ N
   If yes, how much? 

12) Are there other affordable housing options that you have identified? 

13) Are there any special considerations which will impact the finding of a new affordable unit, such
    as proximity to work, transportation limitations, proximity to family members, etc.? 

1) Is the five day notice for the correct amount? 

2) If you own your mobile home and rent a space, were you given a 7-day notice? 

3) Are there late fees on the notice and if so, does the lease state there can be late fees? 

4) Do you have problems with your apartment (heat, water, air conditioning) and have you told
   your landlord about it? 

5) Did you try to pay any part of your rent and did your landlord accept it? □ Y □ N 

6) Are you in subsidized housing? 

7) Did a third party or agency pay any part of your rent? 

Head of Household ______________________________ Date ________________

Program Staff ______________________________ Date ________________
Attachment E

EVICTION PREVENTION POLICY GUIDELINE

ELIGIBILITY

1) All Eviction Prevention Projects will be administered using an income threshold of 60% or below Area Median Income (AMI).
2) Participant eligibility will be based on an Eviction Prevention assessment which is to be administered at the initial contact with participant.
3) Eligible participants must show an official form of identification proof of income (from the last 30 days) in the form of bank statements, pay stubs, benefit letter/statement, or another official form of income verification.
4) Eligible participants must demonstrate a 90 day rental sustainability window in order to receive financial assistance and agree to be contacted.
   a. This will be determined using HH budgeting worksheet
   b. If 90 day SW cannot be established, mitigation/lease negotiation should be next step with appropriate referrals

SCHEDULING

1) The ADOH eligibility assessment should be conducted within 48 hours of initial contact with household
2) Financial Assistance should be scheduled in conjunction with agency voucher distribution policies and procedures. (Landlords should be advised of voucher timeframes)
3) Eviction Prevention education resources are offered within the 90 sustainability window

FOLLOW THROUGH

1) Program staff will verify that financial assistance voucher has been received by the landlord
2) Each participant will receive a minimum of one contact from program staff within the 90 day sustainability window to determine if the housing has been maintained.

REPORTING REQUIREMENTS

1) All reporting data must be submitted with the Request for Payment
2) Reports must include a brief narrative (describing the intervention) in the notes section for each case that is handled
3) Reports must include verification of Justice Court location
4) Monthly reporting includes monthly meetings with the ADOH staff
Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
   b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower tier covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant

Signature of Authorized Certifying Official

Date

Title

Page 2 of 2

form HUD-2992 (3/98)
Subject
*AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY AND CASH TRANSFER
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action
This is a request for Council approval for a budget appropriation and cash transfer from General Fund, Contingency (1000 3210-599991) to General Government Capital Projects, Building Maintenance Reserve (10804528-550191) in the amount of $660,000. This is also a request to transfer appropriation from General Fund, Contingency to Public Facilities, Recreation, and Special Events (10005301-521110) in the amount of $404,630. This request is to fund critical capital repair and replacement projects at city facilities and the operating costs for Glen Lakes Golf Course.

Background
The Field Operations Department’s Facilities Management Division is responsible for completing preventative maintenance, emergency repairs, and capital improvements to over 150 city buildings and over 70 park facilities. Funding to complete capital upgrades and replacements at all city facilities is typically placed in the Capital Projects, Building Maintenance Reserve.

For FY 2018-19, the Building Maintenance Reserve funding is budgeted for $750,000 but a total of $1,410,000 in capital projects have been identified for critical improvements and replacements. The difference in cost to fund these projects is requested through this budget appropriation contingency and cash transfer of $660,000 to the Capital Projects, Building Maintenance Reserve. A list of the identified critical projects is shown on Attachment A to this report.

At the November 27, 2018 Council Workshop, staff reviewed a short-term solution to continue golf operations at the Glen Lakes Golf Course. This solution includes operating the pro shop in modular-type trailers and course maintenance including operating the irrigation system using an electric generator. The estimated additional funding needed to implement the short-term solution and maintenance of the golf course was $428,162. This was in addition to the original $200,000 budget appropriation and assumed golf operations through June 30, 2019. The revised estimate based on course operations through March 24, 2019 and continued property maintenance through June 30, 2019 is now $404,630. This includes additional course operations funding of $278,069 plus costs for temporary operations through March 24, 2019 as directed by Council. Details of these costs are shown in the attachment.

Analysis
Capital reinvestment is necessary to ensure structures are operationally sound and that city assets maintain their value. Additionally, staff will ensure that all capital upgrades and replacement projects follow city purchasing guidelines. The various systems at these facilities are beyond the useful life and are failing.

Funds in the Building Maintenance Reserve account are dedicated for the replacement and rehabilitation of necessary capital equipment and building infrastructure to keep city facilities safe, secure and operational for city business. Specifically, HVAC replacements at Fire Stations 156 and 157, O’Neil Recreation Center, Community Center North, Sine Building, and roof replacements for various facilities.

This budgetary transfer is consistent with the Cash and Budget Appropriation Transfer Policy approved December 10, 2013, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

**Previous Related Council Action**

On May 9, 2017, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of $241,450 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On January 10, 2017, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of $758,454 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On January 12, 2016, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of $1,157,933 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On November 24, 2014, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of $1,403,552 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On December 10, 2013, Council adopted Resolution No. 4759 New Series, supporting the Cash and Budget Appropriation Transfer Policy.

**Community Benefit/Public Involvement**

Proper maintenance and capital repair/replacement projects to city facilities are necessary for the safety and comfort of all individuals who work at or visit the various facilities. In addition, it is necessary to invest capital dollars in city-owned facilities to maintain their value as assets to the City of Glendale.

---

**Fiscal Impact**

- **Fiscal Year:** FY2018-19
- **Fiscal Year Amount Requested:** $1,064,630
- **Budgeted Y/N:** N
- **Account:** Various
- **Transfer Required? Y/N:** Y
If Yes, what account will be used? Various

Budget and Financial Impacts:
If approved, this will result in a budget appropriation and cash transfer from General Fund, Contingency (10003210-599991) to General Government Capital Projects, Building Maintenance Reserve (10804528 - various accounts) in the amount of $660,000. This is also a request to transfer appropriation from General Fund, Contingency (10003210-599991) to Public Facilities, Recreation, and Special Events (10005301-521110) in the amount of $404,630. This request is consistent with the Cash and Budget Appropriation Transfer Policy, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year. After the transfer, the remaining General Fund Contingency will be $827,666.

Attachments
Attachment A
Attachment B
# FY18-19 Building Maintenance Capital Repair and Replacement Projects

<table>
<thead>
<tr>
<th>Item #</th>
<th>Project Description</th>
<th>Notes</th>
<th>Cost Estimate</th>
<th>Priority</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Parks</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Oneil Rec</td>
<td>Replace air conditioning units</td>
<td>$50,000.00</td>
<td>Immediate</td>
<td>$50,000.00</td>
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<td>2</td>
<td>Community Center North</td>
<td>Replace air conditioning units</td>
<td>$30,000.00</td>
<td>Immediate</td>
<td>$30,000.00</td>
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<tr>
<td>3</td>
<td>Paseo Racquet Center</td>
<td>Coat roof</td>
<td>$10,000.00</td>
<td>Immediate</td>
<td>$10,000.00</td>
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<tr>
<td>4</td>
<td>Thunderbird Paseo Park</td>
<td>Coat metal roof</td>
<td>$5,000.00</td>
<td>Immediate</td>
<td>$5,000.00</td>
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<tr>
<td>5</td>
<td>Brian Anderson Park</td>
<td>Electric re-design</td>
<td>$8,000.00</td>
<td>Immediate</td>
<td>$8,000.00</td>
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<td>6</td>
<td>Rose Lane Aquatics Center</td>
<td>HVAC and electric improvements</td>
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<td></td>
<td><strong>HVAC</strong></td>
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<tr>
<td>1</td>
<td>Sign Building</td>
<td>Replace air conditioning units</td>
<td>$120,000.00</td>
<td>Immediate</td>
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<td><strong>Roofing</strong></td>
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<tr>
<td>1</td>
<td>Management Fee</td>
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<td>Course Maintenance Costs - GMS</td>
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<td>Temporary ProShop</td>
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<td>Temporary Storage Units</td>
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