



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

City Council Voting Meeting Agenda

Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, May 26, 2026

5:30 PM

**Civic Center
5750 W Glenn Drive
Glendale, AZ 85301**

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). The public will have access to where the meeting is taking place a minimum of thirty (30) minutes prior to the meeting start time posted on this agenda, pursuant to A.R.S. 38.431.02(H).

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

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE MAY 12, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Attachments

05 12 26 Draft Meeting Minutes

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.

2. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000148-L12, LA CASA DE MI AMA, 4938 W GLENDALE AVE
Presented by: Levi Gibson, Director, Budget and Finance

Attachments

MAP

PD APPROVAL

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000081-L10, PLANET ZONG TN, 4726 W OLIVE AVE
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

PD APPROVAL

MAP

4. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000147-L12, ME DUMPLINGS, 5158 W OLIVE AVE
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

ME Dumplings Map

ME Dumplings PD

5. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH FELIX CONSTRUCTION COMPANY FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with Felix Construction Company

6. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 6 TO THE SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC
Presented by: Steven Martin, CIO, Innovation & Technology

Attachments

Amendment 6 to Agreement with Tyler Technologies Inc

7. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (C24-0493) WITH LLOYD CONSULTING GROUP, LLC FOR THE GRAND CANAL LINEAR PARK MASTER PLAN
Presented by: John Kennedy, Director, Parks and Recreation

Attachments

Amendment 2 to Agreement with Lloyd Consulting Group, LLC

8. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 13 TO THE AGREEMENT WITH SOUNDTHINKING, INC FOR SHOTSPOTTER SUBSCRIPTION SERVICES
Presented by: Colby Brandt, Police Chief

Attachments

Amendment 13 to Agreement with SoundThinking, Inc

9. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH L.N. CURTIS AND SONS, INC DBA CURTIS BLUE LINE FOR THE PURCHASE OF LAW ENFORCEMENT EQUIPMENT
Presented by: Colby Brandt, Chief of Police

Attachments

Agreement with LN Curtis & Sons Inc

10. AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KITTELSON & ASSOCIATES, INC, FOR TRANSPORTATION PLANNING PROFESSIONAL SERVICES
Presented by: Aliudeen Khan-Abraham, Deputy Director, Transportation

Attachments

Agreement with Kittelson & Assoc.

CONSENT RESOLUTIONS

11. RESOLUTION NO. R26-53

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF GLENDALE, ARIZONA OF ITS GRADUATE AND PROFESSIONAL STUDENT LOAN PROGRAM REVENUE BONDS (MIDWESTERN UNIVERSITY FOUNDATION) IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000.

Presented by: Lori German, Deputy Director, Economic Development

Attachments

R26-53

Letter to City Council

12. RESOLUTION NO. R26-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH DEER VALLEY UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT DEER VALLEY HIGH SCHOOL AND MOUNTAIN RIDGE HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

Presented by: Colby Brandt, Police Chief

Attachments

R26-54

IGA with DVUSD

13. RESOLUTION NO. R26-55

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT CACTUS HIGH SCHOOL, IRONWOOD HIGH SCHOOL, AND RAYMOND S. KELLIS HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

Presented by: Colby Brandt, Chief of Police

Attachments

R26-55

IGA with PUSD

14. RESOLUTION NO. R26-56

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 14 TO THE INTERGOVERNMENTAL AGREEMENT (133-75-2027-14-00) FOR TRANSIT SERVICES WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE PROVISION OF THE PUBLIC TRANSPORTATION SERVICES IN THE CITY OF GLENDALE.

Presented by: Aliudeen Khan-Abraham, Deputy Director, Transportation

Attachments

R26-56

Amendment to Agreement with RPTA

RESOLUTIONS

15. RESOLUTION NO. R26-57

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2027 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

R26-57

16. RESOLUTION NO. R26-58

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY AND FORMALLY ACCEPTING THE EMPLOYER'S SHARE OF THE ASSETS AND LIABILITIES UNDER THE SYSTEM, BASED ON THE SYSTEM'S ACTUARIAL VALUATION REPORT.

Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

R26-58

Pension Funding Policy

17. RESOLUTION NO. R26-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, IN AND FOR THE CITY OF GLENDALE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF QUESTIONS OF SELLING AND ISSUING BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAXES.

Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

R26-59

COUNCIL COMMENTS AND SUGGESTIONS

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.

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

It is the policy of the City of Glendale that all City-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at 623-930-2270 or e-mail

adacompliance@glendaleaz.com at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

POSTING VERIFICATION

This agenda was posted on 5/20/2026 at 2:00 p.m. by MR.



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR:
DEPARTMENT: City Clerk

Subject

APPROVAL OF THE MINUTES OF THE MAY 12, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Purpose and Recommended Action

N/A

Attachments

05 12 26 Draft Meeting Minutes

DRAFT

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes

Tuesday, May 12, 2026

5:30 P.M.

Voting Meeting

Civic Center

City Council

Mayor Jerry Weiers

Vice Mayor Ray Malnar

Councilmember Leandro Baldenegro

Councilmember Lupe Conchas Jr.

Councilmember Dianna T. Guzman

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

Mayor Weiers called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Also Present: Patrick S. Banger, City Manager
Michael Bailey, City Attorney
Julie K. Bower, City Clerk
Vicki Rios, Assistant City Manager

PRAYER/INVOCATION

The invocation was offered by Jolley Demaih, MountZion Prayer Ministries International.

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE APRIL 28, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

A motion was made by Councilmember Bart Turner, seconded by Councilmember Lupe Conchas Jr. to approve the minutes of the April 28, 2026 voting meeting.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

BOARDS, COMMISSIONS AND OTHER BODIES

2. APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES

Presented by: Councilmember Dianna T. Guzman

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lauren Tolmachoff to appoint James Nguyen to the Municipal Property Corporation for a term ending January 31, 2027.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

Mayor Weiers administered the oath of office to Mr. Nguyen.

CONSENT AGENDA

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000144-L12, SAN PASCUAL GRILL BURGERS AND GORDITAS LLC, 6403 N 59TH AVE STE 1 AND 2

4. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000145-L12, THE NEST NORTH SPORTS GRILL, 5843 W THUNDERBIRD RD

5. AUTHORIZATION TO ENTER INTO ONE (1) AGREEMENT FOR THE FISCAL YEAR 2025-2026 FIRE STATION 153 ENTRYPOINT MURAL ART PROJECT

6. ~~AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH FELIX CONSTRUCTION COMPANY FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES~~

Presented by: Djordje Pavlovic, P.E., Director, Engineering

7. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH HAYDON COMPANIES, LLC, FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES

8. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH KEAR CIVIL CORPORATION, FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES

9. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC., FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES

10. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH MGC CONTRACTORS, INC., FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
11. AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, LLC FOR 75TH AVENUE RECONSTRUCTION: GLENDALE TO NORTHERN AVENUES PROJECT
12. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT WITH MINER OF ARIZONA, LP FOR DOOR AND GATE REPAIR AND PREVENTATIVE MAINTENANCE SERVICES
13. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH VAN BOERUM & FRANK ASSOCIATES, INC., FOR ENGINEERING SERVICES
14. AUTHORIZATION TO ENTER INTO AGREEMENT WITH SITECH SOUTHWEST, LLC FOR GPS EQUIPMENT AND SOFTWARE SYSTEM
15. AUTHORIZATION TO ENTER INTO A MASTER AGREEMENT WITH STATION AUTOMATION, INC DBA PSTRX, FOR FIRE INVENTORY MANAGEMENT FOR FIRST RESPONDERS SOFTWARE AND ON-GOING SUPPORT
16. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH AMERICAN RAMP COMPANY FOR REPAIRS AND MAINTENANCE OF PARKS AND RECREATION FACILITIES
17. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LONESOME VALLEY CONTRACTING, LLC, DBA COMPETITIVE SURFACING SOLUTIONS FOR RUBBERIZED PLAYGROUND SURFACING FOR CITYWIDE PARKS, RECREATIONAL AND AQUATICS FACILITIES, AND SPLASHPADS
18. AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH MODEL 1 COMMERCIAL VEHICLES, INC. FOR THE PURCHASE OF TRANSIT GOODS AND SERVICES
19. AUTHORIZATION TO AWARD OF REQUEST FOR PROPOSAL (RFP) 26-31 TO ENTER INTO AGREEMENTS WITH TWO VENDORS FOR RIGHT-OF-WAY LANDSCAPE MAINTENANCE
20. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH DOOLEY ENTERPRISES, INC. FOR THE PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT
21. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE SUPPLY OF RAW WATER FROM SALT RIVER VALLEY WATER USERS' ASSOCIATION
22. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP IN THE SUB-REGIONAL OPERATING GROUP

23. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP OF NEW RIVER-AGUA FRIA UNDERGROUND STORAGE PROJECT FROM SALT RIVER VALLEY USERS' ASSOCIATION
24. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE SUPPLY OF RAW WATER FROM CENTRAL ARIZONA PROJECT
25. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR ORGANIZATIONAL MEMBERSHIP IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION
26. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH GRUBER TECHNICAL, INC., DBA GRUBER POWER SERVICES FOR UNINTERRUPTIBLE POWER SUPPLY NEW EQUIPMENT, SERVICE, AND MAINTENANCE AND SUPPORT
27. AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH TW ASSOCIATES, LLC DBA MISCOWATER FOR SEEPEX PUMPS, PARTS AND SERVICES

A motion was made by Councilmember Leandro Baldenegro, seconded by Councilmember Lauren Tolmachoff to approve Consent Agenda items 3 through 5 and 7 through 27.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

CONSENT RESOLUTIONS

Ms. Bower read the Consent Resolutions by title.

28. RESOLUTION NO. R26-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2026-2027 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND FOR ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$2,319,746 A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION IN THE AMOUNT OF \$636,478 AND EMERGENCY SOLUTIONS GRANTS FUNDING IN THE AMOUNT OF \$208,860 AND APPROVING AND AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2024-25 SUBSTANTIAL ANNUAL ACTION PLAN AMENDMENT IN THE AMOUNT OF \$1,388,945.99.

29. RESOLUTION NO. R26-44

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ENTERING INTO AN AGREEMENT TO ACCEPT AND EXPEND FUNDS FROM THE FY2026 CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT GRANT AWARD FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS IN THE APPROXIMATE AMOUNT OF \$365,929 FOR THE PURCHASE OF ONE PM-10 CERTIFIED STREET SWEEPER.

30. RESOLUTION NO. R26-45

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS.

31. RESOLUTION NO. R26-46

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF LITCHFIELD ROAD FROM MISSOURI AVENUE TO NORTHERN AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.

32. RESOLUTION NO. R26-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF GLENDALE AVENUE FROM LITCHFIELD ROAD TO EL MIRAGE ROAD INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.

33. RESOLUTION NO. R26-48

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF CAMELBACK ROAD FROM 59TH AVENUE TO 83RD AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.

34. RESOLUTION NO. R26-49

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE WIDENING AND RECONSTRUCTION OF 67TH AVENUE BETWEEN THE DEER VALLY AND PINNACLE PEAK INTERSECTION IN GLENDALE, MARICOPA COUNTY.

35. RESOLUTION NO. R26-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (AWARD NO. 693JJ32640326) FOR ACCEPTANCE AND EXPENDITURE OF THE SAFE STREET FOR ALL SUPPLEMENTAL PLANNING GRANT FUNDING FOR THE DEVELOPMENT OF AN ACTIVE TRANSPORTATION PLAN AND ADA TRANSITION PLAN.

36. RESOLUTION NO. R26-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE VISION ZERO GOAL.

Presented by Tony Abbo, Deputy Director, Transportation

Councilmember Tolmachoff requested a presentation on the item.

Mr. Abbo said the project team had developed a Vision Zero Goal. At the February 10, 2026, Council directed staff to move forward with the proposed goal and timeline. Upon advisement from the City Attorney, the goal statement had been revised, and the Federal Highway Administration (FHWA) concurred with the revision as stated in the resolution.

Councilmember Tolmachoff said the resolution stated, "That it is deemed in the best interest of the City of Glendale and its citizens thereof that the Glendale Council make a commitment that City of Glendale will adopt the Vision Zero strategy with the goal of eliminating all traffic fatalities for all users on Glendale roadways."

Councilmember Tolmachoff said Council had received written comments from Michael Infanzon of the Motorcycle Safety Advocates of Arizona. She wanted to make sure that the concerns of motorcycle riders would also be considered in the execution of the plan.

Mr. Abbo said the concerns would be addressed in the plan.

A motion was made by Vice Mayor Ray Malnar, seconded by Councilmember Lauren Tolmachoff to adopt Consent Resolutions items 28 through 36.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

RESOLUTIONS

37. RESOLUTION NO. R26-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2026-2027; SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR VARIOUS PURPOSES; ADOPTING CITY COUNCIL'S FINANCIAL POLICIES; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS AND FOR FIXING TAX LEVIES.

Presented by: Jonathan Hill, Budget Administrator, Budget and Finance

Ms. Bower read the resolution by title.

Mr. Hill said the resolution would adopt the Fiscal Year 2026-27 (FY26-27) Tentative Budget, including the proposed Capital Improvement Plan (CIP). It was also a request for Council to give notice of the date for public hearings on the following items:

- The FY26-27 Final Budget Adoption and the Property Tax Levy on June 9, 2026 at 5:30 p.m. at the Glendale Civic Center;
- The FY26-27 Property Tax Levy Adoption on June 23, 2026 at 5:30 p.m. at the Glendale Civic Center.

Mr. Hill said the proposed Tentative Budget for FY26-27 was \$1.41 billion and included an operating budget of \$714 million, a capital improvement budget of \$441 million, a debt service budget of \$113 million, and a contingency appropriation of \$142 million. The total revenue budget was \$1.06 billion, and the total transfer budget was \$224 million. The budget did not include an increase to the primary property tax rate.

A motion was made by Councilmember Lauren Tolmachoff, seconded by Councilmember Dianna T. Guzman to adopt Resolution No. R26-52.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Conchas thanked the Mayor's Office for an amazing Glendale University graduation.

Councilmember Conchas said it was great to spend time with the preschoolers at the Apollo High School Preschool Program.

Councilmember Conchas said the next Cactus District Town Hall would be held on June 4th at 5:30 p.m.

Councilmember Guzman said May 10th through May 16th was Police Week and Peace Officers Memorial Day was May 15th. She thanked the brave men and women who served the City of Glendale.

Councilmember Tolmachoff thanked Public Safety personnel for providing an interactive experience at the Cholla District meeting.

Councilmember Turner said the City was in the middle of its General Plan update. Public meetings would be held on May 13th and May 21st. He invited residents who were interested in providing input on community visioning, housing, transportation, land use and other issues to attend.

Councilmember Turner hosted, along with Bud Zomok, a bus tour of a number of historic sites in Glendale on Saturday. He said approximately 40 people enjoyed the tour and additional tours would be held in the future.

CITIZEN COMMENTS

James Deibler, Phoenix resident, commented on extended library hours and hold lockers.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 5:52 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 12th day of May, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ___ day of ____, 2026.

Julie K. Bower, MMC, City Clerk



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
 SUBMITTED FOR: Levi Gibson, Director
 DEPARTMENT: Budget and Finance

Subject:

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000148-L12, LA CASA DE MI AMA, 4938 W GLENDALE AVE

Presented by: Levi Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a non-transferable series 12 (restaurant) license for La Casa De Mi Ama located at 4938 W Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 391284) was submitted by Araceli Gascon Hernandez.

Background

The location of the establishment is in the Cactus district. The property is zoned C-2 (General Commercial). The total population within a one-mile radius is 19,468 per the 2010 U.S. census. La Casa De Mi Ama is currently operating with an interim permit. Therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	2
10	Beer and Wine Store	10
12	Restaurant	12
14	Private Club	2
BYO	Bring Your Own	1
INP	Interim	2
	Total	30

Pursuant to A.R.S. § 4-203 (A), when recommending approval or denial of this non-transferable series 12 license, Council may take into consideration the applicant's capability, qualifications, and reliability and that the public convenience requires and that the best interest of the community will be substantially served by the issuance.

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

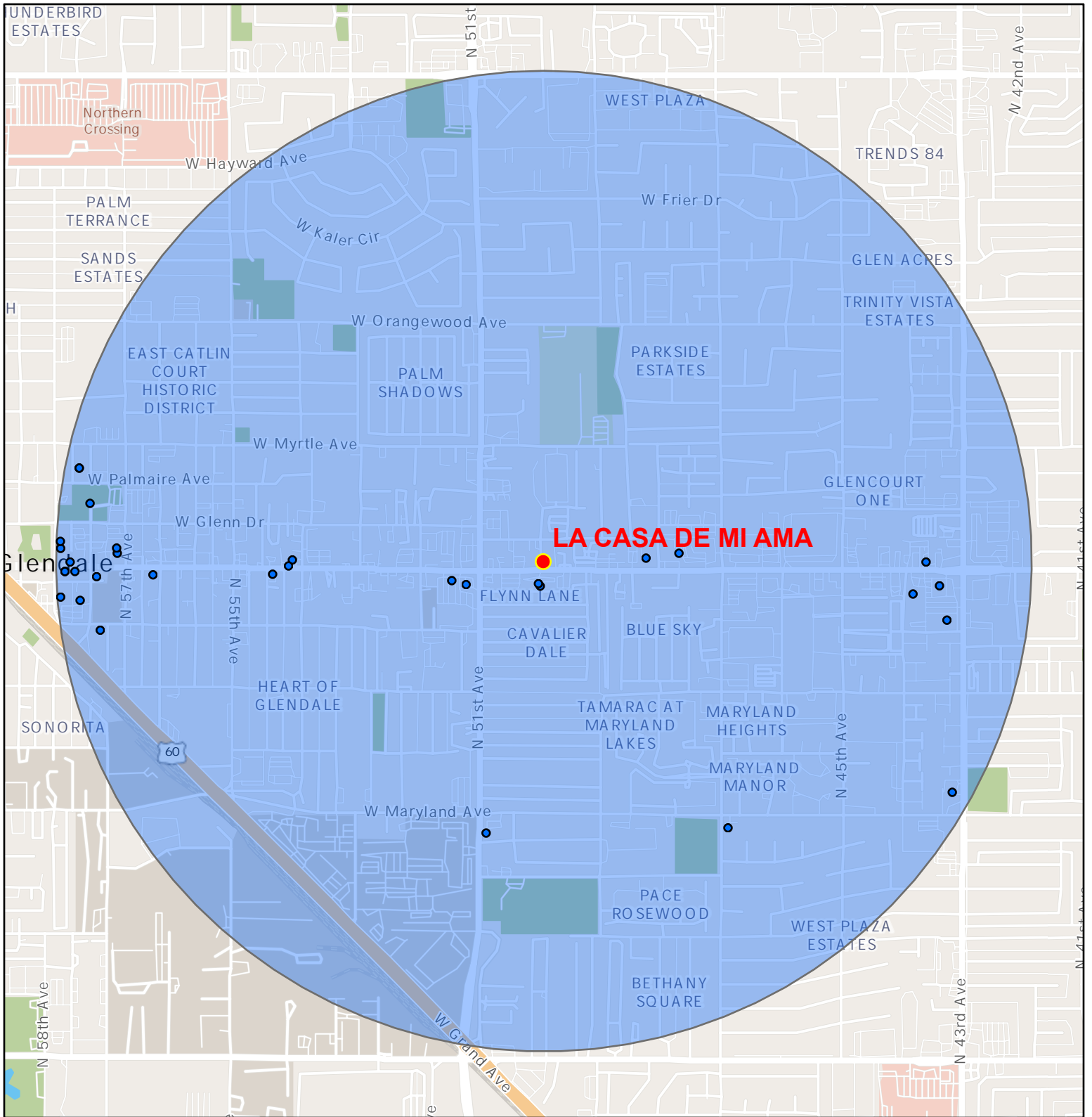
Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, April 3 through April 23, 2026.

Attachments

MAP

PD APPROVAL



BUSINESS NAME: LA CASA DE MI AMA

LOCATION: 4938 W GLENDALE AVE, GLENDALE, 85301

APPLICANT: ARACELI GASCON HERNANDEZ

ZONING: C-2

APPLICATION NO: 600000148-L12

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



GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 04/15/2026

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell beer, wine, and spirits for on-premises consumption in conjunction with operating as a bona fide restaurant, requiring a fully equipped kitchen, food service as the primary business, and at least 40% of gross revenue derived from food sales.

Application Type: **New License**

Definition: New License

Business Name: **Tacos El Paisa LLC**Business Address: **4938 W Glendale Ave****Applicant/s Information**Name: **Hernandez, Araceli Gascon**Name: **Zepeda, Rachel**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 04/15/2021	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing	9		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	3		
Other Criminal	4		
Total calls for service	17	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

A background review of all listed applicant(s) was conducted utilizing standard law enforcement databases available at the time of review. None of the listed applicant(s) have any known felony convictions within the past five years, nor any other known criminal history that would lead to a police department recommendation for denial.

Current License Holder:

- Tacos El Paisa LLC (Owner)
 - Araceli Gascon Hernandez
 - Agent
 - Member 50%
 - Rachel Zepeda
 - Member 50%

License Number: INP070037726

There are no known concerns with the current license holder.

Location History:


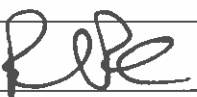
A review of Calls for Service (CFS) and prior police activity at the listed location was completed. Based on available data, there is no significant history of police-related incidents or recurring issues at the listed location.

Special Concerns:

At the time of this investigation, no special concerns were identified.

Background investigation complete:

The background investigation has been completed in full. Based on the information available at the time of review, the police department finds no cause for denial.

	Date
Investigating Officer – S. Jackson 17600 <u></u>	<u>4.15.2026</u>
CID Lieutenant or Commander _____	_____
Deputy City Attorney _____	_____
Chief of Police or designee <u></u>	<u>4/15/26</u>



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
 SUBMITTED FOR: Levi Gibson, Director
 DEPARTMENT: Budget and Finance

Subject:

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000081-L10, PLANET ZONG TN, 4726 W OLIVE AVE

Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a non-transferable series 10 (Beer & Wine Store) license for Planet Zong TN located at 4726 W Olive Ave. The Arizona Department of Liquor Licenses and Control application (No. 394387) was submitted by Christopher Paul Kelley.

Background

The location of the establishment is in the Cactus district. The property is zoned C1 (Neighborhood Commercial). The total population within a one-mile radius is 20,096 per the 2020 U.S. census. Planet Zong TN is currently operating with interim permit. Therefore, the approval of this license will decrease the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is listed below.

Series	Type	Quantity
06	Bar - All Liquor	3
07	Beer and Wine Bar	1
09	Liquor Store	5
10	Beer & Wine Store	7
12	Restaurant	5
14	Private Club	1
INP	Interim	3
	Total	25

Pursuant to A.R.S. § 4-203 (A), when recommending approval or denial of this non-transferable series 10 license, Council may take into consideration the capability, qualifications, and reliability of the applicant.

The City of Glendale Development Services, Police and Tax & License Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, April 15 through May 5, 2026.

Attachments

PD APPROVAL
MAP

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04/16/2026**License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

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

Application Type: **New License**

Definition: New License

Business Name: **Planet Zong TN**Business Address: **4726 W Olive Ave****Applicant/s Information**Name: **Kelley, Christopher Paul**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/16/2021	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	6		
911 calls			
Trespassing	9		
Accidents			
Fraud / Forgery	1		
Threats	1		
Criminal damage	1		
Other non-criminal*	8		
Other Criminal			
Total calls for service	26		N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

A background review of all listed applicant(s) was conducted utilizing standard law enforcement databases available at the time of review. None of the listed applicant(s) have any known felony convictions within the past five years, nor any other known criminal history that would lead to a police department recommendation for denial.

Current License Holder:

Ckak2 LLC (Owner)
- Christopher Kelley (Agent / Member 100%)

There are no known concerns with the current license holder.

License number: INP070037932

Location History:



A review of Calls for Service (CFS) and prior police activity at the listed location was completed. Based on available data, there is no significant history of police-related incidents or recurring issues at the listed location.

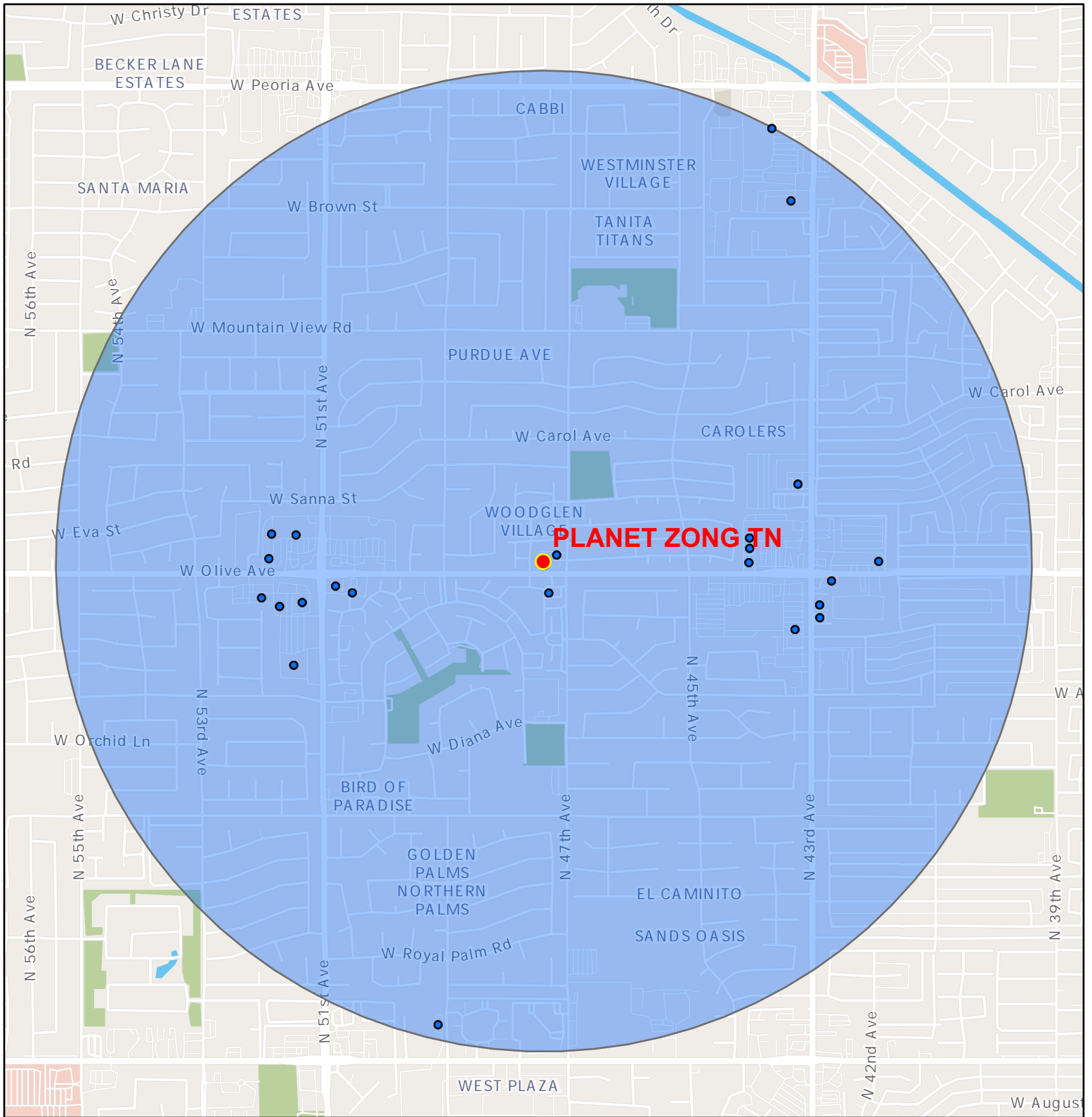
Special Concerns:

At the time of this investigation, no special concerns were identified.

Background investigation complete:

The background investigation has been completed in full. Based on the information available at the time of review, the police department finds no cause for denial.

		Date
Investigating Officer – S. Jackson 17600		4.10.2026
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	 8839	4/30/2026



PLANET ZONG TN

BUSINESS NAME: PLANET ZONG TN

LOCATION: 4726 W OLIVE AVE, GLENDALE, 85302

APPLICANT: CHRISTOPHER PAUL KELLEY

ZONING: C-1

APPLICATION NO: 600000081-L10

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





CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
 SUBMITTED FOR: Levi Gibson, Director
 DEPARTMENT: Budget and Finance

Subject:

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000147-L12, ME DUMPLINGS, 5158 W OLIVE AVE

Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a non-transferable series 12 (Restaurant) license for ME Dumplings located at 5158 W Olive Ave. The Arizona Department of Liquor Licenses and Control application (No. 391255) was submitted by Mel Chang.

Background

The location of the establishment is in the Barrel district. The property is zoned C2 (General Commercial). The total population within a one-mile radius is 16,375 per the 2020 U.S. census. ME Dumplings is currently operating with an interim permit. Therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is listed below.

Series	Type	Quantity
06	Bar - All liquor	4
09	Liquor Store	4
10	Beer & Wine Store	10
12	Restaurant	6
IP	Interim Permit	1
	Total	25

Pursuant to A.R.S. § 4-203 (A), when recommending approval or denial of this non-transferable series 12 license, Council may take into consideration the capability, qualifications, and reliability of the applicant.

The City of Glendale Development Services, Police and Tax & License Departments have reviewed the application and determined that it meets all technical requirements.

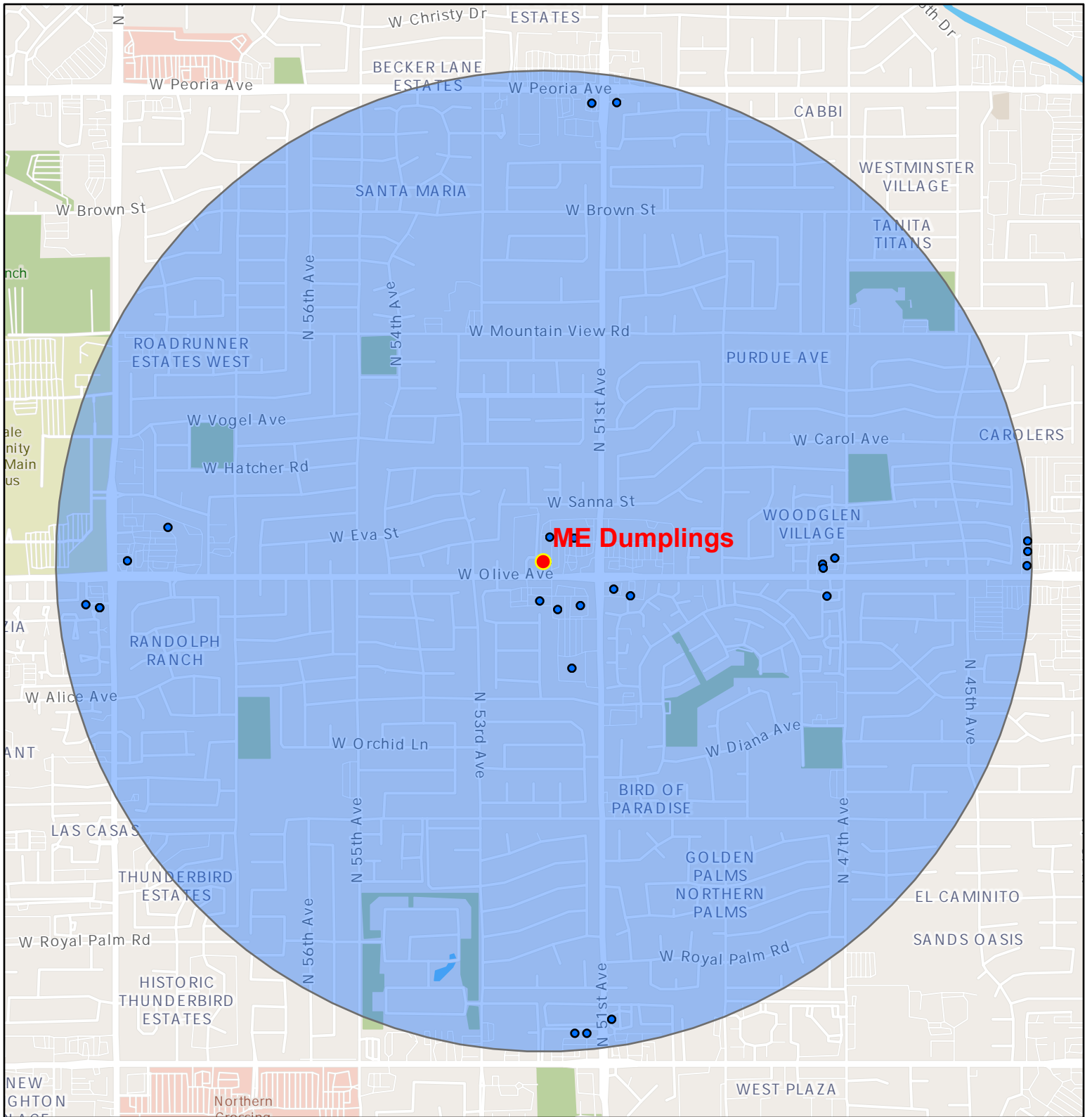
Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, April 1 through April 21, 2026.

Attachments

ME Dumplings Map

ME Dumplings PD



BUSINESS NAME: ME Dumplings

LOCATION: 5158 W OLIVE AVE, GLENDALE, 85302

APPLICANT: Mel Chang

ZONING: C-2

APPLICATION NO:600000147-L12

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



GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04/16/2026**

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell beer, wine, and spirits for on-premises consumption in conjunction with operating as a bona fide restaurant, requiring a fully equipped kitchen, food service as the primary business, and at least 40% of gross revenue derived from food sales.

Application Type: **New License**

Definition: New License: A brand-new liquor license issued for a new applicant and/or new business. No prior license is being transferred or modified.

Business Name: **ME Dumplings**

Business Address: **5158 W Olive Ave**

Applicant/s Information

Name: **Chang, Mel**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/16/2021	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Other Criminal			
Total calls for service	1	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

A background review of all listed applicant(s) was conducted utilizing standard law enforcement databases available at the time of review. None of the listed applicant(s) have any known felony convictions within the past five years, nor any other known criminal history that would lead to a police department recommendation for denial.

Current License Holder:

ME Dumplings LLC (Owner)
- Mel Chang (Agent / Member 100%)

There are no known concerns with the current license holder.

License number: INP070037723

Location History:

A review of Calls for Service (CFS) and prior police activity at the listed location was completed. Based on available data, there is no significant history of police-related incidents or recurring issues at the listed location.

Special Concerns:

At the time of this investigation, no special concerns were identified.

Background investigation complete:

The background investigation has been completed in full. Based on the information available at the time of review, the police department finds no cause for denial.

	Signature	Date
Investigating Officer – S Jackson 17600		4.16.2026
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	 8839	4/30/2026



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
 SUBMITTED FOR: John Murphey, Administrator
 DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH FELIX CONSTRUCTION COMPANY FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES

Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Job Order Master Contract with Felix Construction Company, for Water and Wastewater Treatment Facilities Contracting Services in an amount not to exceed \$8,000,000, and to authorize the City Manager, at the City Manager’s discretion, to extend the Agreement for two (2) additional one-year terms. The initial term of the agreement is one year.

Background

Water and Wastewater Treatment Facilities Job Order Contracting Services provides for the rehabilitation and maintenance of water, wastewater, and reclaimed water treatment facilities located on City owned property and within public right of way easements. Additionally, work may also take place on ancillary facilities within other city owned properties.

Analysis

The Engineering Department advertised a Request for Qualifications in January 2026 to establish a Job Order Contract for indefinite delivery and indefinite quantity for various projects related to water and wastewater treatment facilities. The JOC contract period will be for an initial term of one (1) year with an option to renew two (2) one-year extensions for a maximum duration of three (3) years. The option to extend will be exercised based on the contractor’s successful performance, needs of the City and the mutual agreement of both parties. During the term of the contract, work shall be conducted as a series of individual Job Orders. The maximum dollar amount per job order is \$4,000,000 and the total amount the job order agreements can reach is \$8,000,000.

Ten responses were received and evaluated, with five (5) firms being selected to receive contracts to provide the required services. Felix Construction Company, was one of the selected firms.

Fiscal Impact

Fiscal Year: FY2025-26
Fiscal Year Amount Requested: \$2,000,000

Budgeted Y/N?: Y
Account: Various
Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2025-26 Capital Improvement Plan Budget. Expenditures with Felix Construction Company, are not to exceed \$8,000,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with Felix Construction Company

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management



FELIX CONSTRUCTION COMPANY

JOB ORDER MASTER CONTRACT

CONTRACT NO.

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JOB ORDER MASTER CONTRACT

This Job Order Master Contract ("Contract") is entered into and effective between City of Glendale, an Arizona municipal corporation ("City") and Felix Construction Company, an Arizona Company, ("Contractor") as of the 28 day of April , 2026 ("Effective Date").

CITY and CONTRACTOR agree as follows:

Article I. PARTICIPANTS AND JOB ORDER CONTRACTING AGREEMENT

Section 1.01 PARTIES

CITY: City of Glendale
Project Manager: John Murphey
Address: 5850 W. Glendale Ave., Glendale AZ 85301
Telephone: (623) 930-2659
E-mail: JMurphey@Glendaleaz.com

CONTRACTOR: Felix Construction Company
Project Manager: David Giannetto
Address: 2350 S. 52nd Ave, Phoenix, AZ 85043
Arizona ROC No.: 070935A & 083020 B-01
Telephone: (602) 625-4811
E-mail: davidg@felixconstruction.com

(Prior to execution of the Contract, Contractor must provide to City's Engineering Department its Contractor's License Classification and current job appropriate insurance certificate.)

Section 1.02 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

- (a) This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.
- (b) The amount to be paid by the City for the Project under each Job Order is the Contract Price for the Job Order. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following.

- (c) The Contract Price for each Job Order shall not exceed \$4,000,000, including any Change Orders.
- (d) The cumulative sum of the Job Orders performed by Contractor during the term of the agreement shall not exceed \$8,000,000.
- (e) There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.
- (f) Contractor may refuse any Job Order under this Contract.
- (g) This Contract does not obligate or require City to offer any Job Order Agreement to Contractor, no Contract in relation to any specific Work being entered into until a Job Order Agreement therefore has been fully executed by City and Contractor which shall enable work to begin.

Section 1.03 SCOPE OF WORK UNDER THIS JOC CONTRACT

This Contract is for a broad range of maintenance, repair and construction work on real property, or within the public right-of-way. The scope of this Contract will be to provide construction services for a broad range of City projects such as but not limited to the following:

- A. The following work activities are general in nature and may be included in individual projects. The contractor shall have experience, knowledge, and the ability to accomplish work tasks related to the rehabilitation, replacement and new construction activities of water, wastewater, and reclaimed water treatment facilities, wastewater lift stations, groundwater wells, PRV sites, booster pump stations and chemical feed and disinfection systems, including the following associated areas.
 - Electrical, mechanical, and plumbing systems.
 - SCADA, security systems and instrumentation and control.
 - Asset management tables and coordination.
 - Water and wastewater quality compliance.
 - Close confinement conditions and requirements.
 - Earthwork and landscaping.
 - Traffic Control to ensure a safe environment for the public while working in the right-of-way, including the submittal and approval of traffic control plans.
 - Asphalt/concrete repair or replacement of areas damaged by construction.
 - Landscaping restoration of areas damaged by construction.

- Utility relocation of existing underground infrastructure and obstructions.
- Preparation of construction cost estimates.
- Preparation of Maintenance of Plant Operations (MOPO) to ensure continued operation of key facilities during construction.
- Ability to work with design professionals.
- Ability to provide preconstruction services such as construction cost estimating, constructability reviews, value engineering, and public engagement.
- Obtaining all required permits to complete the project.
- Public involvement, including public notices, attending public meetings, and maintaining construction hotlines.
- Other related functions as required.

Article II. CONTRACT DOCUMENTS

Section 2.01 CONTRACT DOCUMENTS

- (a) The Contract between City and Contractor shall consist of the following Contract Documents:
- (i) This Contract (including Exhibits thereto):
 - (ii) Supplemental General Conditions
[Design and Construction Documents and Forms - City of Glendale \(glendaleaz.com\)](http://glendaleaz.com)
 - (iii) For each individual Project, the Job Order therefore, including the Exhibits thereto:
 - 1) Standard Job Order Agreement Form
 - 2) Scope of Work
 - 3) Unique Insurance and/or Bond Requirements (if any);
 - 4) Unique Government Provisions Compliance (if any).
- (b) Conflicts. In the event of conflicts in terms between a specific Job Order, this Contract and/or the Supplemental General Conditions or appendix thereto, the specific Job Order Agreement, and then this Contract shall control.

Section 2.02 DEFINITIONS

The definitions in Section 2 of the Supplemental General Conditions apply to all the Contract Documents, including this Job Order Master Contract. Additional definitions or defined terms

applicable to all the Contract Documents for a specific Project, if any, will be included in each Job Order Agreement.

Section 2.03 JOB ORDER PROCESS

- (a) When the City identifies the need for performance from a Job Order Contract, the City will issue an individual Job Order proposal request to Contractor.
- (b) Within seven (7) business days of receipt of this request, the Contractor shall arrange to visit the site with the City designated representatives and arrange with the City to further scope the project.
- (c) Contractor shall respond within ten (10) business days of the Job Order proposal request or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting Contractor's Job Order Proposal to the City representative.
- (d) The City and Contractor shall enter negotiations for scope and price. Should City and Contractor fail to reach agreement during the negotiation period, the City will cancel the negotiations and request a proposal from another Job Order Contractor or solicit construction services via another means. The City agrees not to use the proposal as a bargaining tool (i.e. "bid shop") with other vendors.
- (e) Upon agreement, the City will draft a Job Order Agreement. Each Job Order shall be in the form attached as Exhibit A hereto and shall not be effective or binding until fully executed by all parties.

Section 2.04 JOB ORDER PROPOSAL

- (a) Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.
- (b) Unless otherwise required under the terms of the Job Order proposal request, Contractor's Job Order proposal shall include the following:
 - (i) Contractor's Price Proposal in PDF and electronic format (as directed by the City);
 - (ii) A project schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g. permits, submittals, ordering materials, demolition, work phases, closeout, and completion date, 2-year warranty affirmation);
 - (iii) Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the work has been done.

- (c) The City may require either a unit cost proposal or a lump sum Job Order proposal. Should the lump sum proposal methodology be accepted, the City and Contractor agree that the schedule of values is provided to demonstrate proper understanding of the project and that individual lines/items will not be added at the end of the Job Order.
- (d) Direct job costs shall be based upon firm price quotes for Subcontractors on Contractors approved Subcontractor lists. To the extent possible, Contractor shall obtain firm price quotes from three (3) subcontractors for each discipline applicable to the project. Should the Contractor self-perform the work, quotes are not required.
- (e) The City may reject any Subcontractor without cause. Contractor shall use the City of Glendale Subcontractor listing form.

Section 2.05 ISSUANCE OF JOB ORDER AGREEMENTS (“JOA”)

- (a) Upon award of a Job Order, a signed copy of the Job Order will be electronically forwarded to Contractor. Failure by Contractor receive the electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order.
- (b) The Project duration starts with the date on the Notice to Proceed.

Article III. PRE-CONSTRUCTION SERVICES

Section 3.01 PRE-CONSTRUCTION SERVICES

- (a) Costs for Pre-Construction Services are included in Contractor’s overhead Job Orders unless additional Pre-Construction Services are requested and contracted as a separate Job Order for specific Work as requested and approved by the City.

Article IV. CONSTRUCTION SERVICES

Section 4.01 GENERAL

- (a) Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule.
- (b) Contractor shall provide quality control for all work under this contract. Quality control is considered part of the required work in each job order and separate payment shall not be made for this effort.

- (c) At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the Exhibits to this Contract and each Job Order Agreement.

Section 4.02 CONTRACTOR’S PRE-CONTRACT AND PRE-WORK DELIVERABLES

- (a) The Contractor will provide the Deliverables in accordance with the Supplemental General Conditions.
- (b) Any additional items which Contractor must deliver to City prior to commencing the Work in the Job Order, if any, shall be set forth in the Job Order Agreement.

Section 4.03 PRE-CONSTRUCTION CONFERENCE

- (a) Contractor shall attend the Pre-Construction Conference in accordance with Section 26 of the Supplemental General Conditions. Other Pre-Construction Conference requirements for a specific Job Order shall be set forth in each Job Order Agreement.
- (b) The City shall issue a notice to proceed at the pre-construction conference, however, this may be waived if determined to be in the City’s best interest.

Article V. CITY RESPONSIBILITIES

- (a) City shall have the responsibility, and provide, where possible, as-built documents of existing facilities and site plan information.
- (b) Additional services to be provided or responsibilities assumed, by City, if any, shall be listed in the Job Order Agreement.
- (c) Additional information to be provided by City, if any, shall be listed in the Job Order Agreement.

Article VI. CONTRACT TIME

Section 6.01 CONTRACT TERM

This Contract has a base period of one (1) year and two (2) option or renewal periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City followed by contractor written assent within 5 business days of City notice.

Section 6.02 CONTRACT TIME FOR SPECIFIC JOB ORDERS

- (a) The Contract Time for each Job Order shall start with date listed on the Notice to Proceed and end with a Letter of Acceptance (LOA), as set forth in Section 6.5 below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Job Order.
- (b) The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through Final Acceptance (Letter of Acceptance) within the Contract Time.
- (c) Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project.
- (d) Failure to the part of Contractor to adhere to the approved Project Schedule will be considered for cause to receive no additional Job Orders and / or any contract extensions.

Section 6.03 PROJECT SCHEDULE

The Project Schedule shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 28 of the Supplemental General Conditions.

- (a) For job orders in excess of forty-five (45) days in duration, Contractor shall submit a Critical Path Method (CPM) schedule using Microsoft Project or equivalent software acceptable to the City.

Section 6.04 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Paragraph 31.3 of the Supplemental General Conditions.

- (a) Failure to complete Job Orders within the Job Order time may result in the City issuing no additional requests for Job Order proposals.
- (b) Paragraphs 31.1 and 31.2 of the Supplemental General Conditions regarding liquidated damages do not apply to Job Order Agreements.

Section 6.05 FINAL ACCEPTANCE

- (a) Final Acceptance will be obtained within the time period set forth in the Project Schedule.
- (b) Final Acceptance will be issued pursuant to Paragraphs 31.4 and 32 of the Supplemental General Conditions.

Section 6.06 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

- (a) Subject to the provisions in Section 10.02, Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
 - (i) Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - (ii) Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- (b) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract.
- (c) Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

Article VII. CONTRACT PRICE

Section 7.01 CONTRACT PRICE

- (a) In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under a specific Job Order, and subject to all the terms of this Contract, City will pay Contractor the Contract price, agreed to in each Job Order.
- (b) The Contract Price for each Job Order is all inclusive and specifically includes all fees, costs, overhead, profit, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

Section 7.02 COSTS

- (a) For any portion of the Work which, either through this Contract, specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract price shall be determined as set forth in Section 32 of the Supplemental General Conditions.

Section 7.03 Section 7.03 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS

Overhead must be all inclusive and include all “costs of doing business”. The city will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the work being performed and approved by the city. The Job Order Contractor agrees to the combined overhead and profit shall be no more than shown in the following table:

CONTRACT VALUE	FEE PERCENTAGE
\$0-\$750,000	12%
\$750,001-\$2,000,000	10%
\$2,000,001-\$4,000,000	8%

Article VIII. PAYMENT

- (a) If the Work under a specific Job Order is to be completed in less than forty-five (45), Contractor shall submit a single invoice, and payment thereon shall be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with. A.R.S. § 34-609.
- (b) If the Work under a specific Job Order is to be completed in forty-five (45) days or more, payments shall be made to Contractor monthly and in accordance with Section 32 of the Supplemental General Conditions.

Article IX. CHANGES TO THE CONTRACT

Changes to the Contract and/or Job Orders may be made in mutual agreement by the Contractor and the City.

Article X. SUSPENSION AND TERMINATION

Section 10.01 FOR CONVENIENCE

- (a) City may terminate this Contract for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.
- (b) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

- (c) 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.

Section 10.02 FOR CAUSE

- (a) City may terminate this Contract for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- (b) 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.
- (c) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$2,000,000 or the amount of this Contract, whichever is greater.

Article XI. INSURANCE AND BONDS

- (a) Contractor shall provide insurance as provided on the Exhibits attached hereto, and such additional insurance as may be applicable under each Job Order Agreement. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.
- (b) Contractor shall provide performance and payment bonds to City, in accordance with A.R.S. § 34.610(A), to cover Job Orders issued under this Contract, for the full amount of each Job Order Agreement, however, this may be waived if determined to be in the City's best interest.
- (c) Failure to provide proof of insurance and the required endorsements (including a current insurance Certificate of Liability, Section 11.01), or the required bonds, in forms acceptable to City will be a material breach and grounds for termination for cause of this specific Job Order and/or this Contract.

Section 11.01 INSURANCE REQUIREMENTS

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder's Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor.

Commercial General Liability Policy forms must include:

- (a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;
- (b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of ten (10) years following completion of the Contractor Work and to continue to name City as an Additional Insured for the entire 10-year period;
- (c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;
- (d) Broad Form Property Damage coverage, including completed operations or its equivalent;
- (e) An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;
- (f) An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and noncontributory except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"
- (g) Coverage SHALL BE on an "Occurrence" form. "**Claims Made**" and "**Modified Occurrence**" forms are not acceptable;
- (h) Coverage to include general aggregate limits on a "per project" basis:
 - 1) Workers' Compensation (required for both Contractors):
 - a) Coverage A. Statutory Benefits Coverage B. Employer's Liability
 - b) Bodily Injury by accident: \$2,000,000 each accident
 - c) Bodily Injury by disease: \$2,000,000 policy limit
 - d) Bodily Injury by disease: \$2,000,000 each employee
 - 2) Commercial Auto Coverage (required for Contractors):

- a) Auto Liability limits of not less than \$2,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."
- 3) Commercial General Liability (required for both Contractors):
- a) Each Occurrence Limit: \$2,000,000
 - b) Personal Injury/Advertising Injury Limit: \$2,000,000
 - c) Products/Completed Operations Aggregate Limit: \$4,000,000
 - d) General Aggregate Limit: \$2,000,000
(other than Products/Completed Operations)
- 4) Excess Liability:

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

- Auto: Amount sufficient to cover difference in limits when compared to minimum coverage required.
- Each Occurrence: Amount sufficient to cover difference in limits when compared to minimum coverage required.
- Aggregate: Amount sufficient to cover difference in limits when compared to minimum coverage required.

- 5) Builders Risk (if required, will be required for Contractors only):
- a) Contractor shall include in its Cost Proposal the cost to obtain builders risk or "all risk" or equivalent policy form coverage in the amount of the initial Construction Costs (Hard Costs). This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building.
 - b) The City may, at the City's sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Construction Costs (Hard Costs), plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

- c) This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.
 - d) City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.
- 6) Owners and Contractors Liability Policy (OCP) (required for Contractors only):
- a) Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of \$2,000,000, per occurrence, at its sole cost and expense, naming the City of Glendale, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance or self-insurance maintained by the City of Glendale and shall remain in effect through date of Final Acceptance.
- 7) Other Requirements:
- a) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
 - b) All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII. All coverage forms must be acceptable to City.

- c) ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.
- d) The policies shall provide waivers of subrogation by endorsement or otherwise in favor of the City. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- e) The following policies shall include Waiver of Subrogation endorsements:
 - i) Workers' Compensation
- f) The following policies shall include Additional Insured endorsements:
 - i) Commercial Auto Coverage
 - ii) Commercial General Liability
 - iii) Excess Liability
 - iv) Builders Risk, and as loss payee
- g) Contractor shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor.
- h) City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- i) In the event that rental of equipment is undertaken by Contractor or any Subcontractor to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

- j) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.
- k) If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.
- l) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor shall comply with the more stringent provisions.
- m) If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

NOTICES SHALL BE SENT TO:

City of Glendale
Engineering Department
5850 W. Glendale Avenue
Glendale, AZ 85301

Article XII. INDEMNIFICATION

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

- (b) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (c) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

Article XIII. DISPUTE RESOLUTION

Section 13.01 DISPUTES

- (a) Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost effective manner.
- (b) Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement- including Disputes regarding any alleged breaches of this Agreement.
- (c) Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- (d) Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (i) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (ii) The parties' senior managers will meet within ten (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (iii) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

Section 13.02 ARBITRATION

- (a) Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (i) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (ii) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- (b) Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- (c) Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- (d) Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- (e) Final Decision. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- (f) Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

Section 13.03 SERVICES TO CONTINUE PENDING DISPUTE

- (a) Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

Section 13.04 EXCEPTIONS

- (a) Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, crossclaim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- (b) Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- (c) Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01 MISCELLANEOUS PROVISIONS

- (a) The miscellaneous provisions set forth in Section 14 of the Supplemental General Conditions shall apply to the Contract.

Section 14.02 PERFORMANCE MEASUREMENT

- (a) Contractor's performance under each individual Job Order and this Contract shall be evaluated under the following measures:
 - (i) Quality of work performed
 - (ii) Conformance with contract and/or job order
 - (iii) Timely and complete communication
 - (iv) Safety record
- (b) Failure to maintain a good performance record may result in the City no longer requesting Job Order proposals or extending the term of the Contract.

Section 14.03 COOPERATIVE USE OF CONTRACT

- (a) This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>.

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Article XV. SIGNATURE PAGE

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower (Seal)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Felix Construction Company
an Arizona Company



By: David Gianneto
Its: Chief Executive Office

Article XVI. EXHIBITS

Section 16.01 STANDARD JOB ORDER AGREEMENT FORM

Project Names: _____

Job Order Contract No.: _____

Project No.: _____

THIS JOB ORDER is made and entered into on the ___ day of ___, 20 __, by and between the City of Glendale, an Arizona municipal corporation (“City”) and the “Contractor” designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work. City and Contractor agree as follows:

CITY: City of Glendale

Project Manager:

Telephone:

E-mail:

CONTRACTOR: (Name)

(Address)

Arizona ROC No.:

Contractor Representative:

Telephone:

E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK: Attached Exhibit A

JOB ORDER DURATION: ___ (Calendar Days)

JOB ORDER PRICE FOR WORK: Guaranteed Maximum Price/GMP of \$_____.

SUBSTANTIAL COMPLETION: APPLIES DOES NOT APPLY

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

ADDITIONAL GOVERNMENT PROVISIONS: APPLIES AND IS ATTACHED DOES NOT APPLY

The parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

“CITY”

CITY OF GLENDALE

Signature _____

Name _____ Title _____

“CONTRACTOR”

COMPANY NAME

Signature _____

Name _____ Title _____



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Steven Martin, Chief Information Officer
DEPARTMENT: Innovation and Technology

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 6 TO THE SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC
Presented by: Steven Martin, CIO, Innovation & Technology

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into Amendment No. 6 to the Software as a Service Agreement with Tyler Technologies, Inc. This Amendment will add the Application Program Interface (API) Toolkit Bundle to the Software as a Service Agreement, contract no. C17-0488, with Tyler Technologies and increase the spending authority to a new not to exceed amount of \$11,000,000 for the duration of the agreement.

Background

The City uses the Munis system for numerous functions such as budget tracking, processing invoices, and contract management. In addition to Munis, the City must utilize other software solutions to support the City's business needs. Currently, the City's Munis system does not have an application program interface (API) which provides Munis with a means to interact with other software solutions.

Analysis

Currently, the City can extract data from Munis through automation by directly accessing the database and pulling the necessary data. However, if data needs to be modified in the Munis system, the only way to accomplish that is by either manual bulk upload, if the system allows it, or manual input. This Amendment will add the Munis Application Program Interface (API) to the scope of work, which will enable Munis to communicate and share data with other software programs by adding, deleting, and modifying data.

Previous Related Council Action

On January 28, 2025, Council approved an Amendment to the agreement which removed modules that the City no longer required.

On February 27, 2024, Council approved an Amendment to the agreement which increased the not-to-exceed amount by to \$10,893,600 for the duration of the agreement.

On June 13, 2017, Council approved a Software as a Service Agreement with Tyler Technologies, Inc.

Community Benefit/Public Involvement

By leveraging this technical opportunity, City staff can spend more time focusing on providing services and less time reconciling data entries between multiple software solutions.

Fiscal Impact

Fiscal Year: FY2025-26
Fiscal Year Amount Requested: \$62,213
Budgeted Y/N?: Y
Account: Various
Transfer Required? Y/N: N
If Yes, what account will be used?:

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2026 Technology Projects Fund, project number ITP2600007 - Munis App Programming Interface. Expenditures for this agreement are not to exceed \$11,000,000 for the duration of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment 6 to Agreement with Tyler Technologies Inc

How was the item procured: Request for Proposal

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

AMENDMENT NO. 6
TO
(SOFTWARE AS A SERVICE AGREEMENT BETWEEN THE CITY OF GLENDALE, AZ
AND TYLER TECHNOLOGIES, INC., Contract No. C17-0488)

This Amendment No. 6 ("Amendment") to the Software as a Service Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Tyler Technologies, Inc., a Delaware corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Tyler Technologies, Inc. ("Contractor") previously entered into a MUNIS - Software as a Service Agreement, Contract No. C17-0488, dated June 18, 2017 ("Agreement"); and
- B. On September 6, 2018, City and Contractor consented to Amendment No. 1 to the Agreement which changed the Scope of Work by removing the Tyler Risk management Software as a Service license from the obligations being provided by Contractor. The City's financial obligations were accordingly reduced by \$29,117; and
- C. On September 6, 2018, City and Contractor consented to Amendment No. 2 to the Agreement to change the Scope of Work to remove certain unused conversion services and remove the City's corresponding payment obligations in the amount of \$58,675.00; and
- D. On November 15, 2019, City and Contractor consented to Amendment No. 3 to the Agreement to change the Scope of Work by removing the following services from Contractor's obligations as of October 1, 2019: Recruiting, Telestaff Interface, ExecuTime Advanced Scheduling, and ExecuTime Advanced Scheduling Mobile. The City's annual SaaS fees were reduced by the cost that would have been paid had these services been rendered; and
- E. On June 10, 2022, the City and Contractor entered into Contract Extension No. 1, extending the term of the Agreement from June 13, 2022 through June 12, 2023. The extension also implemented the 5% increase of the SaaS Fees payable for each Tyler module as provided in Section 1 of Exhibit B to the Agreement; and
- F. On March 28, 2023, the City and Contractor entered into Contract Extension No. 2, extending the term of the Agreement from June 13, 2023 through June 12, 2024; and
- G. On February 27, 2024, City and Contractor consented to Amendment No. 4 to the Agreement, which ratified and increased the compensation by \$5,500,00 for a new not to exceed amount of \$10,893,600 for the duration of the Agreement; and
- H. On May 29, 2024, the City and Contractor entered into Contract Extension No. 3, extending the term of the Agreement from June 13, 2024 through June 12, 2025; and
- I. On January 28, 2025, City and Contractor consented to Amendment No. 5 to the Agreement, which removed the following services from the scope of work: ExecuTime Telestaff Interface,

ExecuTime Time & Attendance, ExecuTime Time & Attendance import, ExecuTime Time & Attendance Mobile; and

- J. On March 14, 2025, the City and Contractor entered into Contract Extension No. 4, extending the term of the Agreement from June 13, 2025 through June 12, 2026; and
- K. On February 20, 2026, the City and Contractor entered into Contract Extension No. 5, extending the term of the Agreement from June 13, 2026 through June 12, 2027; and
- L. 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.
3. **Scope of Work.** The Scope of Work is amended to add the following services as provided in the Sales Quotation attached as Exhibit 1: API Toolkit Bundle, Project Management, and Remote Implementation .
4. **Compensation.** The compensation shall be increased by one hundred six thousand four hundred dollars (\$106,400.00) for a new not to exceed amount of eleven million dollars (\$11,000,000).
5. **Insurance Certificate.** Current certificate will expire on April 1, 2027. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
- (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- 9. **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.
- 10. **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.

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

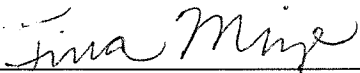
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Tyler Technologies, Inc.
a Delaware corporation



By: Tina Mize
Its: General Counsel



Quoted By: Amy Hughey
 Quote Expiration: 06/30/26
 Quote Name: City of Glendale AZ - API Toolkit
 Quote Description: API Toolkit
 SaaS Term: 1.00

Sales Quotation For:
 GLENDALE, AZ CITY OF
 LEVI GIBSON
 GLENDALE AZ 85301-2563

Shipping Address:
 City of Glendale
 5850 W Glendale Ave
 Glendale AZ 85301-2599

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Integrations			
API Toolkit Bundle	1	48	\$ 50,513.00
TOTAL		48	\$ 50,513.00

Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Project Management	4	\$ 225.00	\$ 0.00	\$ 900.00	\$ 0.00
Remote Implementation	48	\$ 225.00	\$ 0.00	\$ 10,800.00	\$ 0.00
TOTAL				\$ 11,700.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 50,513.00
Total Tyler Services	\$ 11,700.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 11,700.00	\$ 50,513.00
Contract Total	\$ 62,213.00	

Client's purchase of the items listed above is subject to the Comments below
 Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available

for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred. Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by

Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: John Kennedy, Director
DEPARTMENT: Parks and Recreation

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (C24-0493) WITH LLOYD CONSULTING GROUP, LLC FOR THE GRAND CANAL LINEAR PARK MASTER PLAN

Presented by: John Kennedy, Director, Parks and Recreation

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Professional Services Agreement (Contract No. C24-0493) with Lloyd Consulting Group, LLC, for the Grand Canal Linear Park Master Plan. This amendment extends the term for an additional one-year term. All other provisions of the agreement except as set forth in the amendment shall remain in their entirety.

Background

On May 31, 2024, the Council approved the Professional Services Agreement (Contract No. 24-0493) with Lloyd Consulting Group, LLC for the Grand Canal Linear Park Master Plan. The agreement provided for an irrigation system analysis and the development of a master plan report that included a comprehensive assessment, evaluation, and recommendations on upgrading the irrigation system. The agreement allowed for a one-year initial term, with the option to extend for an additional one-year term.

On February 11, 2025, City Council approved Amendment No. 1 (C24-0493-1) amending the Agreement to expand the scope of work and increase the compensation for irrigation design plans and construction documents for renovations to the existing irrigation system. This included installation plans, details and specifications for demolition and replacement of the irrigation system per the previously submitted system analysis and recommendation report. Renovation design plans to also include full construction specifications for the irrigation system along with performance specifications provided for drip and sprinkler lateral repairs.

On May 31, 2025, the City renewed the Agreement (C24-0493-2) for an additional one-year term, extending the Agreement to May 30, 2026.

Analysis

Staff is requesting to extend the Agreement for an additional one-year term to complete the design and construction plans for the irrigation system recommendations at Grand Canal Linear Park.

Previous Related Council Action

On May 31, 2025, the City approved an extension of the Agreement for an additional one-year period from May 31, 2025, to May 30, 2026 (C24-0493-2).

On February 11, 2025, Council approved Amendment No. 1 (C24-0493-1) amending the Agreement that expanded the scope of work and increased the compensation for irrigation design plans and construction documents for renovations to the existing irrigation system.

On May 31, 2024, Council approved the Professional Service Agreement (C24-0493) for the Grand Canal Linear Park Master Plan which provided for an irrigation system analysis and the development of a master plan report that included a comprehensive assessment, evaluation, and recommendations on upgrading the irrigation system.

Community Benefit/Public Involvement

Providing safe and visually appealing landscaping helps generate increased use for the citizens of Glendale, thus creating greater community and family involvement.

Fiscal Impact

Fiscal Year: FY2026-27
Fiscal Year Amount Requested: \$48,984.12
Budgeted Y/N?: Y
Account: 40906317-550100
Transfer Required? Y/N: N
If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2026-27 Capital Improvement Plan for the Parks and Recreation Department, Project #CIPPK22033 - Grand Canal Linear Park. Expenditures with Lloyd Consulting Group, LLC are not to exceed \$199,220 for the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Amendment 2 to Agreement with Lloyd Consulting Group, LLC

How was the item procured: Other

Explanation: Contractor used is on Engineering Dept. On-Call List of Consultants

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

AMENDMENT NO. 2
Professional Services Agreement
(City of Glendale, Contract No. C24-0493)

This Amendment No. 2 (“Amendment”) to the Professional Services Agreement for the Grand Canal Linear Park Master Plan (“Agreement”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Lloyd Consulting Group, LLC, an Arizona limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Lloyd Consulting Group, LLC (“Contractor”) previously entered into a Professional Services Agreement for the Grand Canal Linear Park Master Plan, Contract No. C24-0493, dated May 31, 2024 (“Agreement”); and
- B. The Agreement had a one-year initial term beginning May 31, 2024 through May 30, 2025, with the option for the City, with the approval of the Contractor, to extend the term of the Agreement for an additional year, through May 30, 2026; and
- C. City and Contractor entered into Amendment No. 1, (C24-0493-1), dated February 11, 2025, which expanded the scope of services provided under the initial Agreement to include irrigation design plans and construction documents for renovations to the existing irrigation system for Grand Canal Linear Park, and increased the compensation by \$163,550, for a new not to exceed amount of \$199,220; and
- D. City and Contractor entered into Contract Extension No. 1, (C24-0493-2) which extended the Agreement for an additional one-year period from May 31, 2025 through May 30, 2026; and
- E. 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 City and Contractor wish to extend the term of the Agreement for a one-year period from May 31, 2026 through May 30, 2027, 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 remains unchanged.

4. **Compensation.** The compensation under this Agreement remains unchanged.
5. **Insurance Certificate.** Current certificate will expire on July 9, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **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.
10. **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

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Lloyd Consulting Group, LLC
an Arizona limited liability company



By: Justin L. Peterson, PE MS
Its: Senior Associate



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 13 TO THE AGREEMENT WITH SOUNDTHINKING, INC FOR SHOTSPOTTER SUBSCRIPTION SERVICES

Presented by: Colby Brandt, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 13 to Agreement C-4333 with SoundThinking, Inc., extending the Agreement for a one-year term and increasing compensation by \$62,849 for an overall contract amount of \$807,054.

Background

On July 24, 2001, the Glendale Police Department acquired the original ShotSpotter System, consisting of acoustic sensors deployed across a two-mile coverage area to automatically detect outdoor gunfire and relay alerts to Glendale Communications Specialists. The system provides real-time mapping, audio review, and incident logging to support tactical operations and investigative follow-up.

On April 10, 2014, the City entered into a Flex Services Agreement (C-4333-1), which superseded the original contract and upgraded the system to the ShotSpotter Flex Gunfire Alert & Analysis Service. This upgrade enhanced continuous surveillance, improved reporting capabilities, and reduced false alerts without increasing annual maintenance costs. Amendment No. 1 also established successive one-year renewal periods.

Since 2014, the City has continued to renew the Agreement annually through Amendments 4-12. Amendment No. 12 extended the contract through August 31, 2026, with an annual subscription fee of \$57,200.

Amendment No. 13 continues the City's two-square-mile coverage area and renews the Annual ShotSpotter Subscription Services for the period September 1, 2026, through August 31, 2027. The associated quote identifies a subtotal of \$57,554, with the City's 9.2% self-assessed tax bringing the total to \$62,849 for one (1) year of subscription services from September 1, 2026, through August 31, 2027.

Analysis

The ShotSpotter system was originally procured through an approved sole-source process, as it was the only available technology of its kind at the time. SoundThinking, Inc. remains the exclusive provider of ShotSpotter technology, maintenance, and subscription services.

Glendale continues to benefit from legacy pricing established under its long-standing agreement with SoundThinking. A 2024 GovTech report notes that ShotSpotter service typically costs \$70,000–\$75,000 per square mile. The City pays \$28,777 per square mile, or about 60% less, due to its early-adopter status and continuous service since 2001. This results in an estimated annual savings of roughly \$92,000 compared to standard pricing.

Amendment No. 13 reflects a 10% increase over the previous year's compensation, consistent with prior annual adjustments.

The amendment maintains the existing scope of work, requiring SoundThinking to provide Annual ShotSpotter Subscription Services for the City's two-square-mile coverage area. All other terms of the Agreement remain unchanged.

Previous Related Council Action

- On June 24, 2025, Council authorized the City Manager to enter into Amendment No. 12, extending the contract through August 31, 2026, and increasing compensation by \$57,200.
- On September 24, 2024, the Council authorized the City Manager to enter into Amendment No. 11, extending the contract from September 1, 2024, to August 31, 2025, and increasing compensation by \$52,500 for annual ShotSpotter Subscription Services.
- On September 1, 2023, Amendment 10 extended the contract through August 31, 2024, with an increased compensation of \$43,241 for annual ShotSpotter Subscription Services.
- On July 13, 2022, Amendment 8 extended the contract through August 31, 2023, and increased compensation to \$39,310 for annual maintenance and service.
- On July 13, 2021, Amendment 7 extended the contract through August 31, 2022, with an increased compensation of \$35,736 for annual maintenance.
- On June 14, 2020, Amendment 6 extended the contract through August 31, 2021, increasing compensation to \$34,034 for annual maintenance.
- On April 22, 2019, Amendment 5 extended the contract through August 31, 2020, with compensation increased to \$32,414 for annual maintenance.
- On September 24, 2018, Amendment 4 extended the contract through August 31, 2019, raising compensation to \$30,870 for annual maintenance.
- On September 2, 2017, the contract was extended through August 31, 2019, with an increased compensation of \$29,400 for annual maintenance.
- On April 10, 2014, Amendment No. 1 introduced a Flex Services Agreement that superseded the original contract, establishing successive one-year renewal periods.
- On July 24, 2001, the Council authorized the City Manager to enter into Agreement C-4333, allocating a one-time expenditure of \$277,500 for the ShotSpotter System and \$112,000 for four years of maintenance.

Community Benefit/Public Involvement

ShotSpotter technology enhances public safety by enabling rapid police response to gunfire incidents, improving situational awareness, and supporting evidence-based investigations. The system contributes to reducing gun violence and increasing community confidence in public safety services.

Fiscal Impact

Fiscal Year: FY2026-27
Fiscal Year Amount Requested: \$62,849
Budgeted Y/N?: Y
Account: 10005021-524120
Transfer Required? Y/N: N
If Yes, what account will be used?:

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2026-27 Police Department operating budget. Expenditures are not to exceed \$807,054 for the entire term of the Agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment 13 to Agreement with SoundThinking, Inc

How was the item procured: Sole Source

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

AMENDMENT NO. 13
SOUNDTHINKING, INC. (FKA SHOTSPOTTER, INC.)
(319001010, Contract No. C-4333)

This Amendment No. 13 (“Amendment”) to the Purchase Agreement (“Agreement”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and SoundThinking, Inc., a Delaware corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and SoundThinking, Inc. (“Contractor”) previously entered into a Purchase Agreement, Contract No. C-4333, dated July 24, 2001, which was superseded by a Flex Services Agreement, Contract No. C-4333 dated April 10, 2014 (“Agreement”); and
- B. City and Contractor previously entered into Amendment No. 1, extending the term of the Agreement from September 1, 2017 through August 31, 2018; and
- C. City and Contractor previously entered into Contract Extension No. 3, extending the term of the Agreement from September 1, 2017 through August 31, 2018; and
- E. City and Contractor previously entered into Amendment No. 4, extending the term of the Agreement from September 1, 2018 through August 31, 2019 and increasing the compensation by 5% for a new not to exceed amount of \$30,870; and
- E. City and Contractor previously entered into Amendment No. 5, extending the term of the Agreement from September 1, 2019 through August 31, 2020 and increasing the compensation by 5% for a new not to exceed amount of \$32,414; and
- F. City and Contractor previously entered into Amendment No. 6, extending the term of the Agreement from September 1, 2020 through August 31, 2021 and increasing the compensation by 5% for a new not to exceed amount of \$34,034; and
- G. City and Contractor previously entered into Amendment No. 7, extending the term of the Agreement from September 1, 2021 through August 31, 2022 and increasing the compensation by 5% for a new not to exceed amount of \$35,736; and
- H. City and Contractor previously entered into Amendment No. 8, extending the term of the Agreement from September 1, 2022 through August 31, 2023 and increasing the compensation by 10% for a new not to exceed amount of \$39,310; and
- I. City and Contractor previously entered into Amendment No. 9, providing a one year subscription license for "Notifications API" at no cost to the City through August 31, 2023; and
- J. City and Contractor previously entered into Amendment No. 10, extending the term of the Agreement from September 1, 2023 through August 1, 2024 and increasing the compensation by 10% for a new not to exceed amount of \$43,241; and

- K. City and Contractor previously entered into Amendment No. 11, extending the term of the Agreement from September 1, 2024 through August 31, 2025 and increasing the compensation by 10% for a new not to exceed amount of \$52,500; and
- L. City and Contractor previously entered into Amendmen No. 12, extending the term of the Agreement from September 1, 2025 through August 31, 2026 and increasing the compensation by 10% for a new not to exceed amount of \$57,200; and
- M. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from September 1, 2026 through August 31, 2027, 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 will remain unchanged. Contractor will provide the City with the Annual ShotSpotter Subscription Services (Exhibit A).
4. **Compensation.** The total purchase price for the annual subscription purchased under this Agreement is amended and shall not exceed \$62,849.
5. **Insurance Certificate.** Current certificate will expire on August 15, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
- (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

9. **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.

10. **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.

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

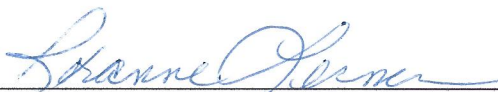
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

SoundThinking, Inc.
a Delaware coporation



By: Roxanne Lerner

Its: Director of Contracts

SoundThinking, Inc.
 39300 Civic Center Dr., Suite 300
 Fremont, CA 94538-2337
 Phone: 888.274.6877 Fax: 650.887.2106

DATE 4/29/2026
Quote # GLEND042926
Customer ID Glendale PD

Quote For:
 Ms. Tiffany Sandoval
 Glendale Police Department
 6835 North 57Th Drive
 Glendale, AZ 85301

Quote valid until: 8/31/2026
 Prepared by: D Lashley

Comments or Special Instructions:

Renewal of Annual ShotSpotter (formerly Respond) Subscription Services for an additional one-year term (September 1, 2026 through August 31, 2027) for the 2.0 mi² coverage area. The services will be delivered according to the terms and conditions contained in the ShotSpotter Service Agreement dated April 10, 2014, as subsequently amended, which is incorporated herein by reference.

SALES DIRECTOR:		Rich Reyes		TERMS:		Net 30	
QUANTITY (mi ²)	DESCRIPTION	UNIT PRICE (per mi ²)	TAXABLE?	AMOUNT			
2.0	Annual ShotSpotter Subscription Services for 9/1/26 through 8/31/27.	\$28,777		\$57,554			
			SUBTOTAL	\$57,554			
			TAX RATE				
			SALES TAX	-			
			OTHER	-			
			TOTAL	\$57,554			

The total with 9.2% self-assessed tax comes to approximately \$62,849

Please indicate your acceptance of this quote by issuing a Purchase Order referencing the Quote # above. SoundThinking will issue an invoice once we receive the PO.

If you have any questions concerning this Quote, please contact Karen Isotalo - Vice President, Sales Operations at 510.298.8668 or kisotalo@soundthinking.com



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH L.N. CURTIS AND SONS, INC DBA CURTIS BLUE LINE FOR THE PURCHASE OF LAW ENFORCEMENT EQUIPMENT

Presented by: Colby Brandt, Chief of Police

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with L.N. Curtis and Sons, Inc. dba Curtis Blue Line, utilizing the League of Oregon Cities Cooperative Contract No. PS25730, for the purchase of law enforcement equipment, supplies, and related accessories. The Agreement will not exceed \$2,500,000 over the entire term, which consists of one (1) four (4) year period and may be extended for an additional one (1) year term, at the City Manager's discretion, if the cooperative agreement is likewise extended through March 3, 2031.

Background

The Police Department currently utilizes Contract No. C24-0254 with L.N. Curtis and Sons, Inc. dba Curtis Blue Line for the purchase of protective equipment under Cooperative Contract PS20275. Through that agreement, the department has procured gas munitions, self-contained breathing apparatus kits, riot body shields, and other protective equipment necessary for tactical operations, crowd management, and officer safety. These purchases have supported ongoing replacement of expired or damaged equipment and ensured officers remain properly equipped for high-risk incidents.

The City also entered into Contract No. C26-0283 with Curtis Blue Line for the replacement of ballistic helmets. This agreement has spending authority specifically for ballistic helmet purchases.

The League of Oregon Cities has awarded a new cooperative contract, PS25730, which provides expanded purchasing capability for law enforcement equipment. Under this contract, the Police Department may procure duty gear, tactical and less-lethal equipment, body armor, communications and surveillance tools, training and safety equipment, mobility solutions, and other operational supplies routinely used by patrol and specialty units. These categories encompass many of the items the department purchases regularly to maintain operational readiness.

Because Contract No. C24-0254 is approaching the end of its term and because the new cooperative contract offers broad product coverage and updated pricing structures, a new Linking

Agreement is required to ensure uninterrupted access to competitively priced equipment.

Analysis

The Police Department relies on Curtis Blue Line for a wide range of mission-critical equipment necessary to support patrol operations, tactical deployments, emergency response, and officer safety. Over the past several fiscal years, the department has consistently purchased protective equipment, tactical tools, and operational supplies from Curtis Blue Line to maintain readiness and replace equipment that has reached the end of its service life.

Expenditures across FY2024-25 and FY2025-26 range from approximately \$214,000 to \$575,000 for each fiscal period, depending on operational needs and equipment lifecycles. These purchases have included gas munitions, self-contained breathing apparatus kits, riot body shields, ballistic helmets, and other protective and tactical equipment. Spending has remained steady year-over-year, reflecting ongoing replacement of expired or damaged equipment, replenishment of consumables, and acquisition of new tools required to support patrol, tactical operations, and crowd-management deployments.

Based on historical spending patterns and anticipated future requirements, staff projects that total expenditures under the new agreement may reach \$2.5 million over the full term. Establishing this not-to-exceed amount ensures the department can procure necessary equipment throughout the multi-year contract period.

The new Linking Agreement under Cooperative Contract PS25730 provides a competitively sourced mechanism to purchase a broad range of law enforcement equipment at discounted cooperative pricing. This agreement replaces the expiring protective-equipment agreement (C24-0254) and supplements the ballistic-helmet agreement (C26-0283), ensuring continuity of supply and access to the full range of equipment required to support the department's operational mission.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that has been 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 used 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.

Previous Related Council Action

On March 24, 2026, Council authorized the City Manager to enter into this Linking Agreement with L.N. Curtis and Sons, Inc. dba Curtis Blue Line for the purchase of ballistic helmets under Cooperative Contract PS25730.

On May 13, 2025, Council authorized the City Manager to enter into Amendment No. 2 to Contract No. C24-0254, extending the term through May 26, 2026, and adding riot body shields to the scope.

On January 14, 2025, Council authorized the City Manager to enter into Amendment No. 1 to

Contract No. C24-0254, increasing compensation and expanding the scope to include gas munitions, self-contained breathing apparatus kits, and related accessories.

On March 21, 2024, Council authorized the City Manager to enter into Contract No. C24-0254, a Linking Agreement with L.N. Curtis and Sons, Inc. dba Curtis Blue Line for the purchase of protective equipment under Cooperative Contract PS20275.

Community Benefit/Public Involvement

Ensuring officers have access to reliable equipment enhances public safety, supports effective emergency response, and strengthens the department’s ability to protect the community during routine operations and critical incidents. This Linking Agreement ensures the department can maintain adequate inventory levels, replace aging equipment, and respond quickly to emerging needs without delay.

Fiscal Impact

Fiscal Year: FY2026-27
Fiscal Year Amount Requested: \$500,000
Budgeted Y/N?: Y
Account: Various
Transfer Required? Y/N: N
If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2026-27 Police Department's operating budget. Expenditures are not to exceed \$2,500,000 over the entire term of the agreement. Purchases in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement with LN Curtis & Sons Inc

How was the item procured: Linking Agreement

Explanation: League of Oregon Cities Cooperative Contract No. PS25730

Strategic Plan Connection:

Tier 1 Objective: Improve Tools & Technology

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC. DBA CURTIS BLUE LINE**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026, between the City of Glendale, an Arizona municipal corporation (“City”), and L.N. Curtis and Sons, Inc. dba Curtis Blue Line, a California corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On March 4, 2026, the League of Oregon Cities, a member of the National Purchasing Partners Government, entered into a contract with Contractor to purchase the goods and services described in the Law Enforcement Equipment and Supplies Contract No. PS25730 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was March 4, 2026, until the date the contract terminates on March 3, 2030, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond March 3, 2031. The initial period of this Agreement is the period from the Effective Date of this Agreement until March 3, 2030.
 - B. The City may extend the term of this Agreement for a one (1) year term if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date.

Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars (\$500,000) annually or two million five hundred thousand dollars (\$2,500,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Chief of Police
6835 N. 57th Drive
Glendale, AZ 85301

and

L.N. Curtis and Sons, Inc. dba Curtis Blue Line
c/o Benjamin Grams
625 E. Baseline Road, Suite 101
Gilbert, AZ 85233

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Patrick S. Banger
City Manager

“Contractor”

L.N. Curits and Sons, Inc. dba Curtis Blue Line,
a California corporation

By: _____

Name: Michael Longstreth
Title: Authorized Signer

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC. DBA CURTIS BLUE LINE**

**EXHIBIT A
NATIONAL PURCHASING PARTNERS GOVERNMENT, LEAGUE OF OREGON CITIES
CONTRACT NO. PS25730**

Company Information

Curtis Blue Line offers a full range of products including but not limited to, uniforms, duty gear, body armor and more. Curtis Blue Line is your dedicated resource for law enforcement equipment, uniforms and tactical gear. Curtis Blue Line is part of the L.N. Curtis & sons family of companies. Supporting public agencies by delivering outstanding customer service is a top priority at Curtis Blue Line.

Products on Contract

- Tactical Equipment
- Less Lethal Equipment
- Traffic Safety and Control
- Duty Gear, Uniforms, and Accessories
- Weapons and Ammunition
- Mobility Solutions
- Training and Safety Equipment
- Communications and Surveillance Equipment
- Chemical Identification Analyzers
- Drones
- Misc Equipment, Other

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency:
League of Oregon Cities
RFP #2530

CONTRACT TERM

Effective Date: 03/04/26

Initial expiration: 03/04/30

Possible extensions through: 03/04/31

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. Curtis & Sons dba Curtis Blue Line ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Law Enforcement Equipment and Supplies, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Law Enforcement Equipment and Supplies the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2530 for Law Enforcement Equipment and Supplies; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2530 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25730, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 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 satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its

obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and

remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Curtis Blue Line
9364 W. Franklin Rd.
Boise, ID 83709
ATTN: Nick Wells
Email: nwells@Incurtis.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and

made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: March 4, 2026 | 8:58 AM PST

VENDOR:

Signed by:
Signature: Nick Wells
4C5EB414E6CF4F6...

Printed Name: Nick wells

Title: Director of operations, Curtis Blue Line
CURTIS BLUE LINE

Dated: March 3, 2026 | 4:23 PM PST

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Pricing Schedule			
Contract (Product) Category	Supplier	Product	Discount Off List
Category 1: Tactical Equipment	5.11	Eyewear	20%
Category 1: Tactical Equipment	Avon	Tactical Equipment	5%
Category 1: Tactical Equipment	Bayco	Tactical Equipment	24%
Category 1: Tactical Equipment	Blauer	Protective Gear	10%
Category 1: Tactical Equipment	Broco	Tactical Equipment	8%
Category 1: Tactical Equipment	CMC	Tactical Equipment	10%
Category 1: Tactical Equipment	CurtisCare	Familiarization, Deployment Support, Testing and Maintenance	10%
Category 1: Tactical Equipment	Damascus	Protective Gear	10%
Category 1: Tactical Equipment	ESS	Protective Gear	25%
Category 1: Tactical Equipment	ESS	Eyewear	25%
Category 1: Tactical Equipment	Fox Fury	Flashlights	Net
Category 1: Tactical Equipment	Hurst - Parts	Tactical Equipment	Net
Category 1: Tactical Equipment	Hurst e-Draulic	Tactical Equipment	10%
Category 1: Tactical Equipment	Hurst StrongArm	Tactical Equipment	Net
Category 1: Tactical Equipment	Monadnock	Protective Gear	Net
Category 1: Tactical Equipment	MSA	Tactical Equipment	10%
Category 1: Tactical Equipment	Paratech	Tactical Equipment	2%
Category 1: Tactical Equipment	Paulson Manufacturing	Protective Gear	5%
Category 1: Tactical Equipment	Pelican Cases and Lights	Flashlights	15%
Category 1: Tactical Equipment	Revision	Eyewear	20%
Category 1: Tactical Equipment	Safariland	Tactical Equipment	20%
Category 1: Tactical Equipment	Safariland Body Armor	Body Armor	30%
Category 1: Tactical Equipment	Safariland/Busch Protection	Body Armor	30%
Category 1: Tactical Equipment	Safariland/Hatch	Protective Gear	20%
Category 1: Tactical Equipment	Streamlight	Flashlights	40%
Category 1: Tactical Equipment	Surefire	Flashlights	2%
Category 1: Tactical Equipment	Team Wendy	Body Armor	5%
Category 2: Less Lethal Equipment	ASP	Less Lethal Equipment	20%
Category 2: Less Lethal Equipment	Defense Technology	Less Lethal Equipment	Net
Category 2: Less Lethal Equipment	Fox Fury	Less Lethal Equipment	Net
Category 2: Less Lethal Equipment	Monadnock	Less Lethal Equipment	Net
Category 2: Less Lethal Equipment	Security Equipment/Sabre	Less Lethal Equipment	20%
Category 2: Less Lethal Equipment	United Tactical Systems/PepperBall	Less Lethal Equipment	15%
Category 3: Traffic Safety And Control	5.11	Traffic Safety & Control Equipment	20%
Category 3: Traffic Safety And Control	Blauer	Traffic Safety & Control Equipment	10%
Category 3: Traffic Safety And Control	Dicke Safety Products	Traffic Safety & Control Equipment	5%
Category 3: Traffic Safety And Control	Fechheimer - Flying Cross	Traffic Safety & Control Equipment	30%
Category 3: Traffic Safety And Control	Federal Signal - Stinger Spikes	Traffic Safety & Control Equipment	Net
Category 3: Traffic Safety And Control	Streamlight	Traffic Safety & Control Equipment	40%
Category 4: Duty Gear, Uniforms, And Accessories	5.11	Uniforms	20%
Category 4: Duty Gear, Uniforms, And Accessories	5.11	Bags	20%
Category 4: Duty Gear, Uniforms, And Accessories	Aker Leather	Duty Gear	5%
Category 4: Duty Gear, Uniforms, And Accessories	Blackhawk	Duty Gear	30%
Category 4: Duty Gear, Uniforms, And Accessories	Blackinton	Badges and ID Cards	10%
Category 4: Duty Gear, Uniforms, And Accessories	Blauer	Uniforms	10%

Category 4: Duty Gear, Uniforms, And Accessories	Condor Outdoor Products	Uniforms	10%
Category 4: Duty Gear, Uniforms, And Accessories	Condor Outdoor Products	Duty Gear	10%
Category 4: Duty Gear, Uniforms, And Accessories	Condor Outdoor Products	Bags	10%
Category 4: Duty Gear, Uniforms, And Accessories	Cornerstone	Uniforms	10%
Category 4: Duty Gear, Uniforms, And Accessories	Curtis Blue Line	Alterations and Embellishments	10%
Category 4: Duty Gear, Uniforms, And Accessories	Danner/Lacrosse	Duty Gear	20%
Category 4: Duty Gear, Uniforms, And Accessories	Edwards Garment	Duty Gear	5%
Category 4: Duty Gear, Uniforms, And Accessories	Elbeco	Uniforms	20%
Category 4: Duty Gear, Uniforms, And Accessories	Fechheimer - Flying Cross	Uniforms	30%
Category 4: Duty Gear, Uniforms, And Accessories	Fechheimer - Vertx	Uniforms	30%
Category 4: Duty Gear, Uniforms, And Accessories	Fechheimer - Vertx	Bags	30%
Category 4: Duty Gear, Uniforms, And Accessories	Fechheimer - Vertx	Concealment And Plainclothes Gear	30%
Category 4: Duty Gear, Uniforms, And Accessories	First Tactical	Duty Gear	20%
Category 4: Duty Gear, Uniforms, And Accessories	First Tactical	Uniforms	20%
Category 4: Duty Gear, Uniforms, And Accessories	Hero's Pride	Badges and Identification	10%
Category 4: Duty Gear, Uniforms, And Accessories	High Speed Gear	Duty Gear	4%
Category 4: Duty Gear, Uniforms, And Accessories	Midway Caps	Duty Gear	5%
Category 4: Duty Gear, Uniforms, And Accessories	Original Footwear	Duty Gear	10%
Category 4: Duty Gear, Uniforms, And Accessories	Pelican Products Other Items	Duty Gear	Net
Category 4: Duty Gear, Uniforms, And Accessories	Propper	Uniforms	5%
Category 4: Duty Gear, Uniforms, And Accessories	Redback	Duty Gear	10%
Category 4: Duty Gear, Uniforms, And Accessories	Safariland	Duty Gear	30%
Category 4: Duty Gear, Uniforms, And Accessories	Salomon	Duty Gear	14%
Category 4: Duty Gear, Uniforms, And Accessories	Samuel Broome	Uniforms	5%
Category 4: Duty Gear, Uniforms, And Accessories	Spiewak	Uniforms	30%
Category 4: Duty Gear, Uniforms, And Accessories	Strong Leather	Badges and ID Cards	15%
Category 4: Duty Gear, Uniforms, And Accessories	Under Armour	Duty Gear	25%
Category 4: Duty Gear, Uniforms, And Accessories	Wolverine Worldwide/Bates	Duty Gear	10%
Category 4: Duty Gear, Uniforms, And Accessories	Wolverine Worldwide/Merrell	Duty Gear	10%
Category 5: Weapons And Ammunition	Aimpoint Holding	Firearm Optics	10%
Category 5: Weapons And Ammunition	Benchmade	Knives	25%
Category 5: Weapons And Ammunition	EOTECH	Firearm Optics	10%
Category 5: Weapons And Ammunition	Gerber	Knives	30%
Category 5: Weapons And Ammunition	Invisio	Hearing Protection	Net
Category 5: Weapons And Ammunition	Leupold	Firearm Optics	Net
Category 5: Weapons And Ammunition	Safariland/TCI	Hearing Protection	5%
Category 5: Weapons And Ammunition	SOG	Knives	20%
Category 5: Weapons And Ammunition	Steiner	Firearm Optics	Net
Category 5: Weapons And Ammunition	Surefire	Hearing Protection	2%
Category 5: Weapons And Ammunition	Trijicon	Firearm Optics	10%
Category 5: Weapons And Ammunition	Ultimate Training Munitions	Ammunition & training ammunition	Net
Category 5: Weapons And Ammunition	Unity Tactical	Firearm Accessories	10%
Category 5: Weapons And Ammunition	Vortex Optics	Firearm Optics	40%
Category 6: Mobility Solutions	Federal Signal	Vehicle Equipment	20%
Category 6: Mobility Solutions	Polaris Industries	Alternative Transport Vehicles	Net
Category 7: Training And Safety Equipment	ASP	Training and Safety Equipment	20%
Category 7: Training And Safety Equipment	Nasco Healthcare	Training And Safety Equipment	5%
Category 7: Training And Safety Equipment	North American Rescue	Training and Safety Equipment	Net
Category 8: Communications And Surveillance Equipment	Earphone Connection	Communications Equipment	5%
Category 8: Communications And Surveillance Equipment	Elbit	Night Vision	Net
Category 8: Communications And Surveillance Equipment	Invisio	Communications Equipment	Net

Category 8: Communications And Surveillance Equipment	Meyers, B.E. and Company	Night Vision	Net
Category 8: Communications And Surveillance Equipment	N-Ear	Communications Equipment	Net
Category 8: Communications And Surveillance Equipment	Night Vision Devices	Night Vision	Net
Category 8: Communications And Surveillance Equipment	Safariland/TCI	Communications Equipment	5%
Category 8: Communications And Surveillance Equipment	Steiner	Night Vision	Net
Category 8: Communications And Surveillance Equipment	Steiner	Binoculars	Net
Category 8: Communications And Surveillance Equipment	Tactical Night Vision Company	Night Vision	Net
Category 8: Communications And Surveillance Equipment	Vortex Optics	Binoculars	40%
Category 8: Communications And Surveillance Equipment	Zistos	Tactical Cameras	Net
Category 9: Chemical Identification Analyzers	FLIR (Teledyne) - CBRNE Detection Product Only	Chemical Identification Analyzers	Net
Category 9: Chemical Identification Analyzers	MSA - Instrumentation, Portable	Chemical Identification Analyzers	10%
Category 9: Chemical Identification Analyzers	MSA -Instrumentation, Parts	Chemical Identification Analyzers	5%
Category 9: Chemical Identification Analyzers	Sensit	Chemical Identification Analyzers	Net
Category 10: Drones	Fotokite - Accessories, Parts, Options, Service	Drones	Net
Category 10: Drones	Fotokite - Kites	Drones	5%
Category 11: Misc Equipment	ASP	Restraints	20%
Category 11: Misc Equipment	Monadnock	Restraints	Net
Category 11: Misc Equipment	Peerless	Restraints	15%
Category 11: Misc Equipment	Safariland/Forensics Source	Investigations & Evidence Equipment	Net
Category 12: Other	CMC	Water Rescue Equipment	10%
Category 12: Other	Kappler	Hazardous Material Suits	Net
Category 12: Other	Mustang Survival - Special Items	Water Rescue Equipment	Net
Category 12: Other	Mustang Survival - Standard Items	Water Rescue Equipment	15%
Category 12: Other	North American Rescue	First Aid Equipment	Net
Category 12: Other	Northwest River Supply (NRS)	Water Rescue Equipment	Net
Category 12: Other	OHD	Mask Fit Tester	5%
Category 12: Other	OHD	Accessories, Parts, Options and Service	Net
Category 12: Other	Petzl America	Water Rescue Equipment	Net
Category 12: Other	Rescue Technology	Water Rescue Equipment	Net
Category 12: Other	Zoll Medical	First Aid Equipment	Net

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor’s authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D**to Master Price Agreement by and between VENDOR and PURCHASER.****REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS**

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to "federal" denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to "federal" are specific to the United States federal government.

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

<https://curtisblueline.com/terms-conditions/>

LEAGUE OF OREGON CITIES

Request for Proposal No. 2530

LAW ENFORCEMENT EQUIPMENT AND SUPPLIES

SECOND CLOSE DATE EXTENSION AND ALTERNATIVE SUBMISSION METHOD

Issued by: LEAGUE OF OREGON CITIES (LOC)

Date: July 25, 2025

Due to technical difficulties with the designated proposal submission platform, which previously prevented proposers from submitting their proposals, the LEAGUE OF OREGON CITIES (LOC) is issuing a second extension for the due date of Request for Proposal (RFP) No. 2530. The new deadline for submission of proposals is **11:59 PM PDT on Monday, August 4, 2025**.

1. Background and Rationale for Extension

- The original due date for RFP No. 2530 was July 21, 2025.
- On July 21, 2025, the designated proposal submission platform experienced a technical failure, preventing proposers from uploading their proposals. As a result, the due date was extended to July 28, 2025.
- Although the technical issues with the platform have now been resolved, the LOC is extending the deadline to provide sufficient time for all proposers to prepare and submit their proposals, accounting for any disruptions caused by the earlier outage.

2. Submission Methods

The designated proposal submission platform is now fully operational, and the LOC encourages proposers to use this method for submitting their proposals. To accommodate any potential concerns, an alternative submission method via email is also available:

- **Online Submission Link (Preferred):** Proposers are strongly encouraged to submit their proposals via the online submission link provided in the RFP. This is the preferred method, as it ensures secure and streamlined processing of proposals.
- **Email Submission (Alternative):** As an alternative, proposers may submit their proposals via email to RFP@ORcities.org. All proposal documents must be attached to the email and received by the new deadline. This option is provided to ensure flexibility, but proposers are advised to use the online submission link whenever possible.

3. Consideration of Previous Submissions

- The LOC recognizes that some proposers may have successfully submitted proposals via the online submission link prior to the technical issues. These submissions will be honored and included in the evaluation process.
- Proposers who have already submitted via the online link are not required to resubmit. If proposers wish to confirm that their submission was received, they may contact the LOC via email at rfp@orcities.org.

4. Submission Deadline and Requirements

- All proposals, regardless of submission method, must be received by **11:59 PM PDT on Monday, August 4, 2025**.
- Late submissions will not be considered.
- Proposers are responsible for ensuring their submissions are complete and comply with all requirements outlined in RFP No. 2530.

5. Submission Platform Status

The technical issues with the designated proposal submission platform have been resolved, and it is now fully operational. The LOC will continue to monitor the platform to ensure its reliability through the submission period. Proposers are encouraged to use the online submission link as the primary method but may utilize the email option if preferred.

6. Adjusted Subsequent Contract Milestone Dates

Proposed Opening Date: August 5, 2025

Approximate Selection and Negotiation Period: August 5, 2025 to August 26, 2025

Approximate Intent to Award Announcement: August 27, 2025

7. Inquiries

For questions or concerns regarding this amendment, the submission process, or RFP No. 2530 in general, please direct inquiries to:

LEAGUE OF OREGON CITIES

Attn: Kevin Toon

Email: rfp@orcities.org

The LOC sincerely apologizes for any inconvenience caused by these unforeseen technical difficulties and appreciates the patience and understanding of all proposers. We remain dedicated to ensuring a fair, transparent, and accessible procurement process and will provide further updates as necessary.

LEAGUE OF OREGON CITIES

Request for Proposal No. 2530

LAW ENFORCEMENT EQUIPMENT AND SUPPLIES

CLOSE DATE EXTENSION

Due to a technical issue with the proposal submission website, which may have impacted proposers' ability to submit their proposals, the deadline for submitting proposals for LAW ENFORCEMENT EQUIPMENT AND SUPPLIES RFP #2530 has been extended. The new submission deadline is 11:59 PM PDT on Monday, July 28, 2025. All subsequent contract milestone dates have been adjusted accordingly.

The deadline for submission of proposals is **11:59 PM PDT on Monday, July 28, 2025**.

All Proposals must be signed and uploaded to the designated website link listed on the first page of LAW ENFORCEMENT EQUIPMENT AND SUPPLIES RFP #2530. Only those proposals received at the designated website by the due date and time will be considered.

Proposed Opening Date: July 29, 2025

Approximate Selection and Negotiation Period: July 29, 2025 to August 19, 2025

Approximate Intent to Award Announcement: August 20, 2025

INQUIRIES:

rfp@orcities.org

or

**LOC "LAW ENFORCEMENT EQUIPMENT AND SUPPLIES" RFP #2530
LEAGUE OF OREGON CITIES**

**c/o Kevin Toon
1201 Court St.
NE Suite 200
Salem, OR 97301**

NOTE: LEAGUE OF OREGON CITIES PUBLISHES ITS NOTICE OF SOLICITATIONS IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY, AND ONLINE AT www.orcities.org and www.nppgov.com.

REQUESTS FOR PROPOSALS (RFPs) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT www.orcities.org and www.nppgov.com.

NOTICE OF SOLICITATION

LEAGUE OF OREGON CITIES

RFP NUMBER 2530

SOLICITATION FOR: LAW ENFORCEMENT EQUIPMENT AND SUPPLIES

Notice is hereby given that the LEAGUE OF OREGON CITIES (LOC) will accept proposals for Law Enforcement Equipment and Supplies at the electronic address listed below until the end of day on July 21, 2025. Those proposals will be for the LEAGUE OF OREGON CITIES and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggybacking language that permits use of the Master Price Agreement nationwide, which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources and funds.

All Proposals must be signed and uploaded to the designated website. Only those proposals received at the designated website by the due date and time will be considered.

Website:

[CLICK HERE TO SUBMIT A PROPOSAL FOR RFP 2530](#)

INQUIRIES:

rfp@orcities.org

or

**LOC “LAW ENFORCEMENT EQUIPMENT AND SUPPLIES RFP” #2530
LEAGUE OF OREGON CITIES
c/o Kevin Toon
1201 Court St. NE
Suite 200
Salem, OR 97301**

The solicitation documents may be reviewed at the office address listed above.

NOTE: NOTICES OF SOLICITATION WILL BE PUBLISHED IN THE OREGON DAILY JOURNAL OF COMMERCE AND THE USA TODAY.

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **LAW ENFORCEMENT EQUIPMENT AND SUPPLIES**

1.0 INTENT:

1.1 GENERAL INTENT

The LEAGUE OF OREGON CITIES (“LOC”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the LOC Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. LOC, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government and non-profit entities across the United States and Canada, K-12 and Higher education, Tribal government, and other public entities which includes members of Public Safety GPO, First Responders GPO, and Law Enforcement GPO. As required by certain states and provinces, LOC and NPPGov have prepared an Attachment referencing eligible Members that also can be found on the LOC and NPPGov websites. This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for Law Enforcement Equipment and Supplies.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering Law Enforcement Equipment And Supplies to LOC, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide which may allow Participating Agencies to forego duplicating the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing LOC and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for Law Enforcement Equipment and Supplies for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements (ORS 279A et. seq.) and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The LOC is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer’s response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer’s response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide cooperative procurement program including tens of thousands of state, local government and non-profit participants from all 50 states, the LOC believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO and current

vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The LOC believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

Based on the historical volume of similar contracts, the estimated annual value of all transactions resulting from contracts awarded through this RFP is approximately USD 35 Million. Consequently, proposers are expected to offer volume pricing to reflect this potential scale. However, it is important to note that while considerable sales volume is anticipated, sales volume is not guaranteed and may vary from year to year.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the LOC's government members, as well as other Participating Agencies across the nation. The LOC has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the LOC's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The LOC and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The LOC and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.

1.3.3 NPPGov, Public Safety GPO, First Responders GPO, and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 2% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the LOC may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals and based upon the general criteria provided herein. The LOC may solicit proposals from local qualified companies with or without a national

presence provided that the successful Proposer is able to provide the LOC with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the LOC within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of LOC and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The LOC encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the Law Enforcement Equipment and Supplies offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that

Participating Agencies may order a broad range of products and services as appropriate for their needs. Anticipated future models and related products/services that may be offered during the term of the resulting Master Price Agreement should also be included in Vendor's Proposal.

- 2.2.2 All products offered must be new, unused and the most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the LEAGUE OF OREGON CITIES ("LOC") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

- A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

- B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to LOC and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If LOC agrees to the price modification, LOC may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a weblink with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a four (4) year period. The Master Price Agreement may be extended an additional one (1) year period.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the LEAGUE OF OREGON CITIES (“LOC”) and Participating Agencies. The LOC shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the LOC and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the LOC.

Proposer’s insurance shall be primary insurance with respect to the LOC, and any insurance or self-insurance maintained by the LOC shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The LOC shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the LOC’s right to insist on strict fulfillment of Proposer(s)’s obligations under this RFP.

The insurance policies required by this RFP, except Workers’ Compensation, shall name the LOC, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers’ Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the LOC, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)’s work or service.

3.3.3 Commercial, automobile and workers’ compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers’ Compensation and Employer’s Liability. Proposer(s) shall carry Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)’s employees engaged in the performance of the work or services,

as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the LEAGUE OF OREGON CITIES ("LOC") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the LOC.

Solicitation Notice Publication: MAY 12, 2025

4.1.2 Question and Answer Period

The LOC will post substantive questions and answers concerning this Solicitation no later than ten (10) days before the proposal's due date. All questions shall be submitted in writing via email to the Contract Manager at rfp@orcities.org. The LOC reserves the right to accept and answer questions after the question-and-answer period has expired. Questions submitted at least ten (10) days before the proposal's due date will be reviewed and posted on the LOC website at worcities.org. The LOC is not required to post questions received within the final ten (10) days before the proposal's due date and may respond or withhold responses at its sole discretion.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to LEAGUE OF OREGON CITIES, c/o Contract Manager, 1201 Court St. NE, Suite 200, Salem, OR 97301 or rfp@orcities.org.

Close date: Deadline for submission of proposals is the end of day on **JULY 21, 2025**. The LOC must receive all proposals before the end of the day on the above closing date.

Approximate opening date: JULY 22, 2025.

Proposal selection: JULY 22, 2025 to AUGUST 12, 2025.

Approximate award date: AUGUST 13, 2025.

All responses to this Solicitation become the property of the LOC. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The LOC will not be held accountable if parties other than the LOC obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

LEAGUE OF OREGON CITIES

**1201 Court St. NE
Suite 200
Salem, OR 97301**

All inquiries concerning information herein shall be addressed to:

**LEAGUE OF OREGON CITIES
c/o Kevin Toon
1201 Court St. NE
Suite 200
Salem, OR 97301**

Email inquiries shall be addressed to: rfp@orcities.org

Inquiries are required to be submitted by email to the Administrative Contact listed above. No oral communication is binding on the LOC.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**LEAGUE OF OREGON CITIES
c/o Kevin Toon
1201 Court St. NE
Suite 200
Salem, OR 97301**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The LOC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the LOC's website and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the LOC, or the LOC decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to submit one (1) electronic proposal, in PDF format, to the designated website detailed on the first page of this solicitation. Proposal should contain the original signatures on any pages where a signature is required (because electronic submissions are required, either electronic signatures or scans of hand-signed pages should be included).

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 2530." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 2530." shall be considered invalid. The LOC reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The LOC may accept or reject deviations, and all LOC decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals should have clearly defined sections designated as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 2530.
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”).
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”).
- 4.5.9 Complete, Current Catalog Pricing shall be uploaded with the entire proposal.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

LOC will evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the LOC. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Proven Experience 6) Coverage 7) Conformance

At the LOC's discretion, Proposers may be invited to make presentations to the Evaluation Committee. LOC reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

- 5.1.1 Additional criteria/preferences that are not necessarily awarded points.
 - 5.1.1.1 Pursuant to ORS 279A.128, Lead Contracting Agency shall give preference to goods fabricated or processed within state or services performed within state.
 - 5.1.1.2 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

- 5.1.1.3 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.
- 5.1.1.4 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.5 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
- 5.1.1.6 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF LEAGUE OF OREGON CITIES TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the LOC to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The LOC may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the LOC pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The LOC reserves the right to:
 - 5.2.2.1 Accept or reject any or all proposals and proposal terms and conditions received as a result of the Request for Proposals;
 - 5.2.2.2 Accept a proposal and subsequent offers for a Master Price Agreement from proposer(s) other than the lowest cost proposer;
 - 5.2.2.3 Waive or modify any irregularities in proposals received after prior notification to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the LOC and exhaust all administrative remedies. Written protests must be delivered to the LOC at 1201 Court St. NE, Suite 200, Salem, OR 97301 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The LOC shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The LOC shall respond pursuant to ORS 279B.405. If the LOC upholds the protest, in whole or in part, the LOC may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The LOC may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the LOC's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, neither party shall assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the LOC to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

1.0 GENERAL QUESTIONS:

Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more.

1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with **national** vendors. Indicate “Yes” or “No” as it applies to your company.

- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes No
- ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes No
- ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes No
- ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes No
- ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes No
- ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes No

1.2 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:

Agency name and address
Contact name, phone and **email**
Description of products/services sold and date.

LOC may use other information, however learned, in evaluation of the response.

1.3 **OPTIONAL:** If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.

1.4 **OPTIONAL:** Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

2.1 State of incorporation:	
2.2 Federal Tax Identification Number:	
2.3 If applicable to the product(s) and/or service(s), describe the Proposer’s ability to conduct E-commerce or online ordering. [Insert response in box below]	
2.4 Describe Proposer’s system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.5 Describe Proposer’s ability to provide detailed electronic reporting of quarterly sales correlated with NPPGov Member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the LOC. [Insert response in box below]	
2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating “yes” or “no” below.	
2.8 By submitting a Proposal in response to this RFP, Proposer agrees, if applicable, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq. Indicate “yes” or “no” below.	
2.9 Complete Exhibit 1, located at the end of this workbook.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and/or services available in Proposer’s response through Proposer’s distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.1.A Is it your intent to offer the proposed products and/or services through a designated distribution/dealer network, indicate “yes” or “no” below?
YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2 Provide Proposer’s shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]
3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer’s distribution center. Alternatively, if proposer utilizes a third-party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer’s backorder policy? Is your policy to classify as “immediate or cancel” (requiring the Participating Agency to reorder if item is backordered) or “good until cancelled”? [Insert response in box below]
3.5 Indicate whether the Proposer has any dealer or distributors that are authorized to fulfil purchases? Yes <input type="checkbox"/> No <input type="checkbox"/>
[Check one]
3.6 If answered yes to 3.5, include a copy of or link to authorized dealers or distributors.

4.0 MARKETING:

4.1 Outline Proposer’s plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [May attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]
4.3 Indicate the Proposer’s willingness to allow training to its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 POINT OF CONTACTS:

Proposer POC who will administer, coordinate, and manage this program with NPPGov and the LEAGUE OF OREGON CITIES:

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:		Phone #:	
Attach current resume of National Account Manager that will be the POC managing this contract.			

Proposer POC who will sign all agreements:

Contact Person:		Title:	
Email Address:			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer’s policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]						
6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						
6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]						

6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska). The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

8.0 VENDOR TERMS AND CONDITIONS.

8.1 Does Proposer require that customers/Participating Agencies agree to standard terms and conditions related to their purchase? Yes No [Circle one]
8.2 If answered yes to 8.1, include a copy of or link to terms and conditions.

9.0 WARRANTY INFORMATION:

9.1 Identify warranty options, if applicable. [Insert response in box below]

Exhibit 1

Law Enforcement Equipment And Supplies Coverage

RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			
RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			

TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THE FORM LISTED BELOW MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non-Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the LEAGUE OF OREGON CITIES, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the LEAGUE OF OREGON CITIES for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

LAW ENFORCEMENT EQUIPMENT AND SUPPLIES

These specifications are intended to cover the complete range of Law Enforcement Equipment and Supplies. Several categories are included below but are in no means intended to limit the Proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: TACTICAL EQUIPMENT

Including but not limited to:

- Entry tools, ballistic shields/ballistic blankets, flashlights, rope, rigging, rappelling/ climbing gear, related accessories, etc.
- Body Armor:
- Wearable body armor and body armor systems (including ballistic helmets) designed to meet a U.S. National Institute of Justice (NIJ) Ballistic Resistance of Body Armor standard.
- Protective Gear:
 - Gloves, eye protection, hearing protection, riot gear, shields, body pads, related accessories, etc.

CATEGORY 2: LESS LETHAL EQUIPMENT

Including but not limited to:

Less Lethal Equipment Such as Defense Sprays, Munitions, Batons, Stun Guns, Tasers, and related accessories etc.

CATEGORY 3: TRAFFIC SAFETY AND CONTROL

Including but not limited to:

Cones, hi-vis equipment, flares, barrier tape, traffic vests, gloves, traffic flashlights, measuring wheels, beacons, spike strips, wheel immobilizers, related accessories, etc.

CATEGORY 4: DUTY GEAR, UNIFORMS, AND ACCESSORIES

Including but not limited to:

- Duty gear
 - Duty belts, pouches, holsters, boots, shoes, related accessories, etc.
- Uniforms
- Badges and Identification
 - Emblems, insignias, name strips, badge holders, nametags, wallets, buttons, pins, ID holders, related accessories, etc.
- Concealment and plainclothes gear
- Eyewear
- Bags

CATEGORY 5: WEAPONS AND AMMUNITION

Including but not limited to:

- Firearms
- Firearm Optics.
 - IE, prisms, holographics, rifle sights.
- Firearm accessories

- Racks, safes, related accessories, etc.
- Ammunition and Training Ammunition
- Shooting Range Gear
 - Hearing protectors, shooting glasses, targets, earplugs, magazine loaders, related accessories, etc.
- Knives
- Tools
 - Wedges, entry tools, saws, bolt cutters, related accessories, etc.

CATEGORY 6: MOBILITY SOLUTIONS

Including but not limited to:

- Bike Patrol Equipment
 - Patrol bikes, bags, parts, covers, headwear, saddles, cases, racks, mounts, helmets, lights, related accessories, etc.
- Vehicle Equipment
 - Speakers, sirens, flashers, mounts, lights, bumpers, handheld radar, locks, gun racks, partitions, trays, video systems, related accessories, etc.
- Alternative Transport Vehicles.

CATEGORY 7: TRAINING AND SAFETY EQUIPMENT

Including but not limited to:

- Training and Safety Equipment for Law Enforcement
 - Weapon replicas, training weapons, training handcuffs, training bags, field guides, related accessories, etc
 - Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables; b. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.
 - Instructional, educational, and training programs or systems with related materials and supplies.

CATEGORY 8: COMMUNICATIONS AND SURVEILLANCE EQUIPMENT

Including but not limited to:

- Surveillance cameras, binoculars, night vision, thermal imagers, tactical (pole, under the door, through the wall), scopes, tripods, mounts, related accessories, etc.
- Radios, GPS devices, megaphones, earpieces, headphones, microphones, headsets, related accessories, etc.

CATEGORY 9: CHEMICAL IDENTIFICATION ANALYZERS

Including but not limited to: Raman Spectroscopy Analyzers, FTIR Spectroscopy Analyzers, Combined Raman & FTIR Spectroscopy Analyzers, Mass Spectrometry Analyzers, Ion Mobility Spectrometry (IMS) Analyzers, X-Ray Fluorescence (XRF) Analyzers, Explosive Trace Detection (ETD) Analyzers, Mechanical Scent Detection Analyzers.

CATEGORY 10: DRONES

Including but not limited to: handheld drones, drones as first responders, bounce drones, surveillance drones, search and rescue drones, and crime scene drones.

CATEGORY 11: MISC EQUIPMENT

Including but not limited to:

- Restraints
 - Straps, handcuffs, leg irons, related accessories, etc.
- Investigations and Evidence Equipment
Drug and alcohol tests, forensic equipment, evidence collection and storage, police tape, scene lighting, breathalyzers, related accessories, etc.

CATEGORY 12: OTHER

Including but not limited to: Other law enforcement equipment, related equipment and accessories not included in other categories.

ATTACHMENT D

PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to LOC and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXAMPLE

LAW ENFORCEMENT EQUIPMENT AND SUPPLIES	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
TACTICAL EQUIPMENT	
LESS LETHAL EQUIPMENT	
TRAFFIC SAFETY AND CONTROL	
DUTY GEAR, UNIFORMS, AND ACCESSORIES	
WEAPONS AND AMMUNITION	
MOBILITY SOLUTIONS	
TRAINING AND SAFETY EQUIPMENT	
COMMUNICATIONS AND SURVEILLANCE EQUIPMENT	
CHEMICAL IDENTIFICATION ANALYZERS	
DRONES	
MISC EQUIPMENT	
OTHER	

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide Proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows LOC and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E

PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon), regional response (covering multiple States, but not the entire US) or a national response (covering the entire US, or at least the continental US).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposer's response based on the criteria found in the proposal evaluation form.

STEP 1

Proposal Responsiveness

Component	YES	NO
Submitted on time (REQUIRED)		
Completed Proposer Profile Workbook (PPW) (REQUIRED)		
Included references		
Proposal signed (REQUIRED)		
Deemed Fully Responsive	YES	NO
Categorized as Local, Regional or National	Local	Regional National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- (5) Exceeded Requirements – Compelling Detail, Showed Ability to Complete
- (4) Met Requirements – Thorough, Provided Supportive Material/Examples
- (3) Satisfied Requirements - Sufficient
- (2) Unclear if Requirements Met - Poor or Confusing
- (1) Did Not Comply with Requirements - Substandard
- (0) Blank

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<p><u>Pricing:</u> Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions.</p> <p><i>Attachment D and PPW Section 7.0.</i></p>	25			Comments:
<p><u>Product Line</u> (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability.</p> <p><i>Attachment C and PPW Section 9.0.</i></p>	15			Comments:
<p><u>Marketing:</u> Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce.</p> <p><i>PPW Section 4.0.</i></p>	15			Comments
<p><u>Customer Service:</u> Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce.</p> <p><i>PPW Sub-Sections 2.3 & 2.4 and Section 6.0.</i></p>	15			Comments:
<p><u>Proven Experience:</u> Success in providing products and services in a timely manner. Years in business, references and reputation. Experience with cooperative purchasing.</p> <p><i>PPW Sub-Section 1.2.</i></p>	15			Comments:
<p><u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable.</p> <p><i>PPW Section 3.0 and Exhibit 1.</i></p>	10			Comments:
<p><u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable.</p> <p><i>PPW Section 8.0 and 4.5 of RFP.</i></p>	5			Comments:
<u>TOTAL</u>	100			

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the LOC or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the LOC or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or Contract surety from Contractor or its obligation with respect to any unpaid claim. If the LOC or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(A) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of LOC for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions:
(attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY
EASTERN WASHINGTON UNIVERSITY
THE EVERGREEN STATE COLLEGE
UNIVERSITY OF WASHINGTON
WASHINGTON STATE UNIVERSITY
WESTERN WASHINGTON UNIVERSITY

COMMUNITY AND TECHNICAL COLLEGES:

BATES TECHNICAL COLLEGE
BELLEVUE COMMUNITY COLLEGE
BELLINGHAM TECHNICAL COLLEGE
BIG BEND COMMUNITY COLLEGE
CASCADE COMMUNITY COLLEGE
CASCADIA COLLEGE
CENTRALIA COLLEGE
CLARK COLLEGE
CLOVER PARK TECHNICAL COLLEGE
COLUMBIA BASIN COLLEGE
EDMONDS COMMUNITY COLLEGE
EVERETT COMMUNITY COLLEGE
GRAYS HARBOR COLLEGE
GREEN RIVER COMMUNITY COLLEGE
HIGHLINE COMMUNITY COLLEGE
LAKE WASHINGTON TECHNICAL COLLEGE
LOWER COLUMBIA COLLEGE
OLYMPIC COLLEGE
PENINSULA COLLEGE
PIERCE COLLEGE
RENTON TECHNICAL COLLEGE
SEATTLE CENTRAL COMMUNITY COLLEGES
SHORELINE COMMUNITY COLLEGE
SKAGIT VALLEY COLLEGE
SOUTH PUGET SOUND COMMUNITY COLLEGE
SPOKANE COMMUNITY COLLEGES
STATE BOARD FOR TECHNICAL & COMMUNITY
COLLEGES
WENATCHEE VALLEY COLLEGE
YAKIMA VALLEY COMMUNITY COLLEGE
WHATCOM COMMUNITY COLLEGE

Miscellaneous local agencies within Washington State*

ADAMS COUNTY
PUYALLUP SCHOOL DIST 3
KITSAP COUNTY
FIFE SCHOOL DIST 417
RIVERVIEW SCHOOL DIST 407
GONZAGA UNIVERSITY
PLANNED PARENTHOOD OF WESTERN
WASHINGTON
SNOHOMISH COUNTY
MASON COUNTY
FEDERAL WAY SCHOOL DIST
SPOKANE COUNTY
ISSAQUAH SCHOOL DIST 411
ADAMS COUNTY FIRE DISTRICT
ADAMS COUNTY HEALTH DISTRICT
AFFILIATED HEALTH SERVICES
ALDERWOOD WATER DISTRICT
ANACORTES PORT OF
ANACORTES SCHOOL DISTRICT 103
ANNAPOLIS WATER DISTRICT
ASOTIN COUNTY
AUBURN SCHOOL DISTRICT 408
BAINBRIDGE IS SCHOOL DISTRICT 303
BAINBRIDGE ISLAND FIRE DEPARTMENT
BAINBRIDGE ISLAND PARKS
BATTLE GROUND SCHOOL DISTRICT 119
BELLEVUE SCHOOL DISTRICT 405
BELLINGHAM PORT OF
BELLINGHAM SCHOOL DISTRICT 501
BENTON COUNTY
BENTON COUNTY FIRE DISTRICT
BENTON COUNTY PUD
BENTON FRANKLIN COUNTY
BENTON FRANKLIN PRIVATE INDUST CNCL
BENTON PORT OF
BETHEL SCHOOL DISTRICT 403
BIG BROTHERS BIG SISTERS OF KING CO
BIRCH BAY WATER & SEWER DISTRICT
BLANCHET SCHOOL DISTRICT
BREMERTON KITSAP CO HEALTH DISTRICT
BREMERTON PORT OF
BREMERTON SCHOOL DISTRICT 100
BURLINGTON EDISON SCHOOL DIST 100
CANCER RESEARCH AND BIOSTATISTICS
CASCADE BLUE MT FD SHR
CASCADE IRRIGATION DISTRICT
CASHMERE SCHOOL DISTRICT 222
CATHOLIC COMM SVCS OF KING CO
CENTRAL KITSAP SCHOOL DISTRICT 401
CENTRAL WAS COMP MENTAL HEALTH
CENTRALIA SCHOOL DISTRICT 40
CHEHALIS SCHOOL DISTRICT 302
CHELAN COUNTY
CHELAN COUNTY COMMUNITY HOSPITAL
CHELAN COUNTY FIRE DISTRICT

CHELAN COUNTY PUD 1
CHELAN DOUGLAS COUNTY HEALTH DIST
CHENEY CARE CENTER
CHILD CARE RESOURCE & REFERRAL
CHILDRENS THERAPY CENTER
CHIMACUM SCHOOL DISTRICT 49
CLALLAM COUNTY
CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD

FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST
GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTTITAS COUNTY
KITTTITAS COUNTY PUD
KITTTITAS COUNTY RECLAMATION DIST
KLUCKITAT COUNTY
KLUCKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4

LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY
LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES

PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF
PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81

ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201
SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES
WA STATE PUBLIC STADIUM AUTHORITY
WAHKIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC

WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL WEST
VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE WHATCOM
CONSERVATION DIST WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT WHATCOM
COUNTY RURAL LIBRARY DIST WHIDBEY
GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER WILLAPA
VALLEY SCHOOL DISTRICT 160 WILLAPA
VALLEY WATER DISTRICT WINLOCK SCHOOL
DISTRICT 232 WOODINVILLE FIRE & LIFE
SAFETY DIST WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT YAKIMA
COUNTY REGIONAL LIBRARY YAKIMA
SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed
Washington State local and municipal agencies may
also utilize the resulting Master Price Agreement;
provided they enter into the Intergovernmental
Cooperative Purchasing Agreement.

ATTACHMENT H

ELIGIBLE POLITICAL SUBDIVISIONS BY STATE

ATTACHMENT H: ELIGIBLE POLITICAL SUBDIVISION BY STATE is included as a separate document and incorporated by reference herein.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC. DBA CURTIS BLUE LINE**

**EXHIBIT B
Scope of Work**

Contractor will provide law enforcement equipment at the request of the City.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
L.N. CURTIS AND SONS, INC. DBA CURTIS BLUE LINE**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this Agreement..

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$500,000 annually or \$2,500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall compensate Contractor in accordance with the rates set forth in the League of Oregon Cities Contract No. PS25730.



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Aliudeen Khan Abraham, Deputy Director Transportation
DEPARTMENT: Transportation

Subject

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KITTELSON & ASSOCIATES, INC, FOR TRANSPORTATION PLANNING PROFESSIONAL SERVICES

Presented by: Aliudeen Khan-Abraham, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement (PSA) with Kittelson & Associates, Inc., for Transportation Planning professional services in an amount not to exceed \$1,500,000 over a three-year term; and to authorize the City Manager, at his discretion, to renew the agreement an additional two (2) years, on an annual basis.

Background

On July 23, 2025, the City of Glendale issued a request for Statements of Qualifications for Transportation Planning professional services to support projects and programs within the Transportation Department. A selection panel composed of City staff evaluated the submittals and identified Kittelson & Associates as the most qualified firm. A Notice of Intent to Award (NIA) was issued on November 7, 2025. No protests were received by the Procurement staff.

This contract will provide a range of transportation planning and project development services, including plan development, project programming, design concept development, financial analysis, cost estimating, grant applications, project impact assessments, and environmental documentation.

Analysis

This contract will provide on-call support to help the City advance priority projects, procure funding opportunities, meet deadlines, and supplement staff resources.

Previous Related Council Action

None.

Community Benefit/Public Involvement

Kittelson & Associates, Inc. will work collaboratively with city staff to provide Transportation Planning services that will address the transportation needs of Glendale residents, visitors, and businesses.

Fiscal Impact

Fiscal Year: FY2026-27
Fiscal Year Amount Requested: \$280,000
Budgeted Y/N?: Y
Account: 40304529-550191
Transfer Required? Y/N: N
If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2026-27 Transportation Capital Improvement Program under project CIPTR65022 – Transportation Program Engineering Consultant. Expenditures are not to exceed \$1,500,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Agreement with Kittelson & Assoc.

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Optimize Processes & Services

PROFESSIONAL SERVICES AGREEMENT
 RSOQ 26-01 TRANSPORTATION PLANNING PROFESSIONAL SERVICES

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Kittelson & Associates, Inc., an Oregon Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2026 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Scope of Work (the "SOW");
- B. City desires to retain the professional services of Consultant to develop, create, make, generate, supply, deliver, provide and/or perform the specific benefits, services, tasks, activities, expertise, etc. as set forth in the Scope of Work; and
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure all portions, tasks, activities and specifications of the SOW (the "Services") are completed timely and efficiently consistent with the SOW's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the SOW such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the perform the SOW by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the perform the SOW by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to perform the SOW who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the completion of the SOW.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain Service.
- (2) Consultant will remain fully responsible for Subcontractor's Services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the SOW is completed on time and in a cost- efficient manner. The Services, including any interim milestones, shall be completed in accordance with the schedule contained in **Exhibit A**.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the SOW and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. 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.
- b. Consultant 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, 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, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City ("Coordinating Professionals").

- b. Consultant will meet to review the Services to be provided in the SOW, Schedule and in-progress work with Coordinating Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.
- c. For projects not involving Coordinating Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation.**

- 4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed \$1,500,000 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Work. The Compensation may be equitably adjusted if the original SOW is significantly modified, but only as provided below.
 - a. Adjustments to the SOW, including adding any additional Services or any change in the amount of Compensation available hereunder, require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the original SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage,

courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified in Section 4.1 above.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the City will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

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

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** 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 **\$2,000,000** 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 **\$2,000,000** 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 **\$2,000,000** 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 SOW and/or Services.
- 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 Services 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 the SOW and/or Services, 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 Consultant warrants their compliance and that of its subconsultants 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 Consultant or subconsultant'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 Consultant and subconsultant 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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

13. **Notices.**

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

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

Kittelson & Associates, Inc.
Vamshi Yellisetty
101 N. 1st Ave, Suite 1950
Phoenix, AZ 85003

- 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 Shoalynn Gilliland
5970 W. Brown St.
Glendale, Arizona 85302

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **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 SOW or Services.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the SOW or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

15.2 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.

15.3 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 SOW, or the earlier termination of this Agreement.

- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 15.5 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.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a three year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two years, on an annual basis. Consultant 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 extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any extensions, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. 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.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Scope of Work
- Exhibit B Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Kittelton & Associates, Inc.,
an Oregon Corporation



By: Vamshi Yellisetty
Its: Senior Principal Planner

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

1. **INTRODUCTION:** The Consultant shall provide General Transportation Planning Services (GTPS) for the Transportation Department (the “Services”) as more particularly described in the Scope of Work. Projects will address all modes of transportation for a wide variety of services including planning support, grant application preparation, financial analyses, design concepts, design review, environmental assessments, traffic analysis, and right-of-way coordination. The Consultant will work closely with the City during the execution of assigned transportation tasks and coordinate with City staff to meet project deadlines. The City will utilize the services of the Consultant for programming, plan development, initial design concepts, traffic analysis, and cost estimating. The Consultant, if requested by the City, may be required to make presentations, conduct public meetings and other related public involvement activities.

2. **OBJECTIVES:** The following is a list of general transportation planning activities typically needed by the City Transportation Department. Any of these items may be performed in one or more of the Tasks identified by the City:

- 2.1. Transportation plans and studies
- 2.2. Planning and evaluating transportation projects and programs
- 2.3. Develop preliminary and detailed costs analyses design and construction projects
- 2.4. Cost-benefit analysis
- 2.5. Modeling and statistical evaluations
- 2.6. Transportation operations analysis
- 2.7. Grant research and application preparation
- 2.8. Environmental regulatory compliance
- 2.9. Document preparation including high quality graphics, mapping and layouts for the following activities:
 - A. Transportation planning
 - B. Design reports and feasibility studies
 - C. Grant applications
 - D. Construction plans, specifications and bid documents
 - E. Environmental assessment
 - F. Permit applications and modifications

2.10. Meetings and presentations A. Attendance and/or representing the City at various public and governmental agency meetings, including Citizen Transportation Advisory Commission (CTOC) meetings and Council District meetings.

2.11. Regulatory agency interaction and liaison requiring extensive knowledge of federal, state and local agency policies, guidelines and regulations.

3. **TASK 1- CONTRACT MANAGEMENT TASK AND COORDINATION**

3.1 .Communication. This task includes communication with City staff and others. It includes bi-weekly briefings with the Contract Administrator and periodic presentations to the CTOC. This task also includes preparation of graphics for staff and consultant presentations.

3.2. Cost/Schedule/Quality Control. The cost of assigned projects and tasks will be updated annually or as needed, including estimates of operations and maintenance costs. Project schedules will be maintained and updated as needed. All information forwarded to the Contract Administrator will be subject to quality control procedures.

3.3 .Public Involvement. The GTPS Consultant will develop and perform public involvement activities for transportation projects as assigned, except when project resources have been committed for specific projects or

programs. The GTPS Consultant may assist City staff with public involvement as needed for community planning activities and various other transportation-related services.

3.4. Records and Payments. All tasks shall be approved via email by the Contract Administrator prior to commencement of work, including services to be performed by subconsultant partners of the GTPS consultant. The GTPS Consultant will maintain records of work and provide a monthly report of work activities, including itemized lists of expenditures, and submit that information monthly to the Contract Administrator for payment. All files, data, supporting documentation and deliverables will be the property of the City of Glendale and provided to the Contract Administrator in the appropriate electronic format.

4. TASK 2 - TRANSPORTATION PLANNING AND PROGRAMMING

4.1. The GTPS Consultant will perform transportation planning services as directed to develop or update plans and initiatives that improve Glendale's transportation system. The GTPS Consultant may also evaluate potential development projects and review traffic impact statements to measure the traffic impacts on the roadway network.

4.2. Additional work may include collection of traffic data to summarize the status of the roadway network as well as perform an evaluation of future roadway conditions and recommend projects for further study.

5. TASK 3 - DESIGN CONCEPTS, PRELIMINARY DESIGN, AND PROJECT EVALUATION

5.1. Streets. GTPS services may be needed to develop design concepts and preliminary design for traffic engineering projects, intersection and corridor operational studies, highway design, safety projects, and transit projects within the public right-of-way.

5.2. Bicycle/Pedestrian Facilities. GTPS services may be needed for preliminary planning and design of proposed bicycle and pedestrian projects. The GTPS Consultant will need to support land acquisition towards these projects.

5.3. Ongoing Programs. Certain ongoing transportation capital programs may need GTPS design and construction administration support. These include bus shelters, bus pull outs, infill lighting, and safety projects among others.

5.4. Plan Updates. The GTPS may be involved in reviewing the upcoming Glendale Long Range Transportation Plan and other regional plans and programs. Outcomes from the Transportation Plan could require development of design concepts and cost estimates for specific projects.

5.5. Additional responsibilities may include: • Review engineering plans prepared by others for transportation projects. • Develop and review site plans as needed.

6. TASK 4 - FINANCIAL ANALYSIS AND COST ESTIMATING

6.1. Financial Analysis. The GTPS Consultant will provide on-call services for financial analyses, expert advice on financial factors including inflation rates related to construction, materials, technology, equipment, services and maintenance.

6.2. Cost Estimation/Funding Applications. Additional transportation funding sources are being pursued to carry out projects in the Transportation Program. The GTPS Consultant may need to provide financial analyses for potential new funding sources.

6.3. Developer Impact Fees (DIF). The GTPS Consultant will conduct cost analyses and provide documentation of transportation cost impacts of proposed development projects in the City.

6.4. Operation and Maintenance Expenses. The GTPS Consultant will provide cost estimates of anticipated operation and maintenance costs for projects as well as document historical expenses for budgeting purposes.

7. TASK 5 - GRANT APPLICATION PREPARATION

7.1. The GTPS Consultant may be tasked with preparing various transportation grant applications for federal, state and local opportunities, as directed by the designated City Representative. Grant preparation activities may involve the following:

- 7.2. Development of the project scope, fee and schedule
- 7.3. Cost-benefit analyses
- 7.4. Documentation of prior planning actions and related projects
- 7.5. Researching and analyzing relevant transportation and community demographic data
- 7.6. Creation of graphic support material and GIS based mapping
- 7.7. Preliminary environmental assessments
- 7.8. Stakeholder coordination
- 7.9. Public involvement

8. TASK 6 - RIGHT-OF-WAY ACQUISITIONS The consultant may provide support services towards right-of-way acquisition for transportation projects as needed. Responsibilities may include but are not limited to:

- 8.1. Assess site plan options for whole and partial takes
- 8.2. Legal description
- 8.3. Survey (as needed)
- 8.4. Appraisals
- 8.5. Purchase and sales agreements
- 8.6. Making offers
- 8.7. Closing with title companies
- 8.8. Relocation of residents and businesses
- 8.9. Remediation plan
- 8.10. Remediation actions
- 8.11. Demolition of structures
- 8.12. Transfer of land to other agencies and sale of remnant parcels

9. TASK 7 - ENVIRONMENTAL SERVICES

9.1. Phase I Site assessments. Phase I Site assessments will be needed for all right-of-way acquisitions. If needed, Phase II assessments will be prepared. Clearance of properties requires a remediation plan and implementation of identified remediation measures. The GTPS Consultant will provide services as they relate to right-of-way acquisition.

9.2. NEPA: Transportation Program funds are used to match a variety of federal aid sources of funding for overall construction of projects. As part of the federal aid process, projects need to adhere to the NEPA process. The GTPS Consultant may be tasked with completing required environmental documentation (including but not limited to Group I and II Categorical Exclusions, EIS, or EA) as directed by ADOT and City of Glendale..

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Please see Section 4 Compensation of this Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed \$1,500,000.



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
 SUBMITTED FOR: Lori German, Deputy Director
 DEPARTMENT: Economic Development

Subject

RESOLUTION NO. R26-53

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF GLENDALE, ARIZONA OF ITS GRADUATE AND PROFESSIONAL STUDENT LOAN PROGRAM REVENUE BONDS (MIDWESTERN UNIVERSITY FOUNDATION) IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000.

Presented by: Lori German, Deputy Director, Economic Development

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing The

Industrial Development Authority of the City of Glendale, Arizona (the "IDA") to issue its revenue bonds in one

or more series pursuant to a plan of finance in an aggregate principal amount not to exceed

\$15,000,000 (the "Bonds"), to finance student loans for residents of the State of Arizona attending Midwestern

University at either its Glendale, Arizona campus or its Downers Grove, Illinois campus, and for residents of any

state attending Midwestern University at its Glendale, Arizona campus, to fund reserves, and to pay costs, all in

accordance with the Industrial Development Financing Act (the "Act").

Background

The IDA is an Arizona nonprofit corporation designated by law as a political subdivision of the State of Arizona

under the provisions of the Act. The Glendale City Council is the governing body of the IDA, is responsible for

electing the Directors of the IDA, and must approve the issuance of the bonds by the IDA.

The IDA is empowered to issue the Bonds and loan the proceeds from the sale of the Bonds for the purposes

provided for in the Act, one of such purposes being to fund a student loan program.

On April 27, 2026, (i) the IDA adopted a Resolution approving to approve the financing and the issuance of the

Bonds and (ii) a representative of the IDA conducted a required public hearing pursuant to

Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). A Report of Public Hearing was filed with the Glendale City Clerk. Midwestern University Foundation, an Illinois nonprofit corporation recognized as an exempt organization under Section 501(c)(3) of the Code, which is an affiliate under common control with Midwestern University, is requesting the issuance of the revenue bonds to support its student loan bond program plan (the "Program"). Since selecting Glendale in the mid-1990's as the location for a campus, Midwestern University has secured financing through the IDA, on numerous occasions, for capital projects and student loans at the Glendale Campus.

Analysis

The IDA may issue its revenue bonds pursuant to a plan to provide funds with which to make loans to eligible students attending, in this case, Midwestern University. Midwestern University Foundation's Program has been approved by a representative of the Governor of the State of Arizona and by the IDA. DocStyleRv_26DocStyleRv_21 1107301791\DocStyleRv_29 DocStyleRv_29DocStyleRv_243DocStyleRv_24\AMERICAS Student loans originated with the proceeds of the Bonds issued by the IDA will only be made to students attending Midwestern University at its Glendale, Arizona, campus or to students who are residents of the State of Arizona and are attending Midwestern University at its Downers Grove, Illinois, campus. It is anticipated that the Bonds will be issued in a single series and that the Bonds will be rated "AAA" by Standard & Poor's Rating Services ("S&P"). The Program is administered by Midwestern University Foundation and Midwestern University and their respective agents. To help keep the Program costs at a minimum, neither Midwestern University Foundation nor Midwestern University will charge for their respective services. Through the use of tax-exempt funds to originate student loans and based on neither Midwestern University Foundation nor Midwestern University charging fees to administer the Program, it is anticipated that loans can and will be made to eligible students at lower interest rates than available in private or federal student loan programs. The student loans will bear interest at fixed, rather than variable rates. In 2016, the IDA issued its student loan revenue bonds for the benefit of Midwestern University Foundation and the Program and additional bonds were issued through the IDA in 2019 and 2021. The Program has been highly successful; a number of the bonds have already been paid, there have been no loan defaults by students and the use of tax-exempt bond proceeds to fund the student loans has resulted in

the loan interest
being a percent or more less than federally-backed student loans.
Under the provisions of A.R.S. § 35-742, the City of Glendale shall not in any event be liable
for the payment of
the principal or interest on the bonds of the IDA or for the performance by the IDA of any of its
obligations with
respect to its bonds nor shall any agreements or obligations of the IDA constitute an
indebtedness of the City
of Glendale within the meaning of any constitutional or statutory provision whatsoever.

Community Benefit/Public Involvement

Midwestern University's Glendale campus offers graduate level degrees in medicine,
optometry, physician
assistant studies, biomedical sciences, clinical psychology, cardiovascular science, speech
language
pathology, nursing, dentistry, physical therapy, pharmacy and veterinary medicine.
Midwestern University's
enrollment has grown over the years and continues to be one of Glendale's largest employers
and corporate
citizens. Midwestern University is a vital part of Glendale and the entire region's economy.
Additionally, in October of 2012, the IDA made the decision to begin using the IDA funds
received from
application fees and annual project fees to support Helping Hands for Single Moms, a
scholarship fund that is
provided to single mothers who are Glendale residents that attend Glendale Community
College or ASU West.
Additionally, the IDA started a scholarship program with Midwestern University in the annual
amount of
\$10,000 to benefit local, Glendale students. The IDA reports that the graduation results of the
beneficiaries of
these programs have been positive.

Attachments

R26-53

Letter to City Council

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-53

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF GLENDALE, ARIZONA OF ITS GRADUATE AND PROFESSIONAL STUDENT LOAN PROGRAM REVENUE BONDS (MIDWESTERN UNIVERSITY FOUNDATION) IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000.

WHEREAS, the Industrial Development Authority of the City of Glendale, Arizona (the “Authority”) proposes to issue its revenue bonds in one or more series pursuant to a plan of finance in an aggregate principal amount not to exceed \$15,000,000 (the “Bonds”), to finance or refinance student loans for residents of the State of Arizona attending Midwestern University at either its Glendale, Arizona campus or its Downers Grove, Illinois campus, and for residents of any state attending Midwestern University at its Glendale, Arizona campus, to fund reserves, and to pay costs, all in accordance with the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “Act”); and

WHEREAS, the Bonds will be issued as qualified student loan bonds under Section 144(b)(1)(B) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings under which the Bonds are to be issued require the approval of the Council of the City of Glendale, Arizona; and

WHEREAS, Section 147(f) of the Code provides that interest on the Bonds may be excluded from gross income of the owners of the Bonds for federal income tax purposes if, among other requirements, this Council approves the issuance of the Bonds following a public hearing, which public hearing was held by an authorized hearing officer of the Authority on April 27, 2026, and a report of public hearing has been made available to this Council; and

WHEREAS, a Resolution adopted by the Board of Directors of the Authority approving the issuance and sale of the Bonds has been presented to this Council; and

WHEREAS, this Council has had presented to it information regarding the plan of financing and the Bonds and is fully advised regarding the plan of financing and the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Glendale, Maricopa County, Arizona, as follows:

Section 1. The issuance and sale by the Authority of the Bonds in one or more series in an aggregate principal amount not to exceed \$15,000,000, having such terms and provisions have been approved by the Authority in accordance with and subject to the conditions and limitations set forth in the Resolution of the Board of Directors of the Authority presented at this meeting, and the use of the proceeds thereof as contemplated thereby, are hereby approved for all purposes under the Act and Section 147(f) of the Code.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, on this 26th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager



Squire Patton Boggs (US) LLP
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T +1 602 528 4134
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May 5, 2026

VIA E-MAIL ONLY – **tdutry@glendaleaz.com**
lgerman@glendaleaz.com

Mayor and City Council
City of Glendale, Arizona
5850 West Glendale Avenue
Glendale, Arizona 85301

Re: Not to Exceed \$15,000,000 – The Industrial Development Authority of the City of Glendale, Arizona Graduate and Professional Student Loan Program Revenue Bonds (Midwestern University Foundation), Senior Series 2026A (the “Series 2026 Bonds”)

Ladies and Gentlemen:

Our firm has been engaged as issuer’ counsel to The Industrial Development Authority of the City of Glendale, Arizona (the “Authority” or the “Issuer”), in connection with the issuance of the Series 2026 Bonds.

The Board of Directors of the Authority (the “Board”) met on April 27, 2026, and adopted a resolution approving the issuance of the Series 2026 Bonds. The Authority is requesting that the City Council of the City of Glendale (the “City Council”), at its meeting on May 26, 2026, adopt a Resolution approving the proceedings of the Authority for issuance of the Series 2026 Bonds. This letter provides a summary of the proposed financing.

The Authority and Its Powers

The Authority is an Arizona nonprofit corporation incorporated under and pursuant to the Arizona Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “Act”). The Authority is designated by law as a political subdivisions of the State of Arizona. Under the provisions of the Act, the City Council is the governing body of the

Authority, is responsible for appointing the directors of the Authority Board and must approve the issuance of the Series 2026 Bonds by the Authority.

The Authority is empowered by A.R.S. § 35-772 of the Act to issue the Series 2026 Bonds and loan the proceeds from the sale of the Series 2026 Bonds to the Applicant/Borrower to finance student loan bonds made in a student loan program established under the Act, including the Program (as defined below).

Under the provisions of the Act, specifically A.R.S. § 35-742, the City of Glendale (the “City”) is not in any event liable for the payment of principal or interest on any bonds issued by the Authority or for the performance of any pledge, mortgage, obligation or agreement of any kind undertaken by the Authority, and none of the bonds or any of its obligations shall be construed to constitute an indebtedness of the City within the meaning of any constitutional or statutory provision.

The Applicant/Borrower

Midwestern University Foundation (the “Applicant/Borrower”) is an Illinois nonprofit corporation and a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and an affiliate under common control of Midwestern University, an Illinois nonprofit corporation and a tax-exempt organization described in Section 501(c)(3) of the Code. The Applicant/Borrower established a student loan program in 2014 (the “Program”) to offer low-cost loans to students of Midwestern University, the funding of which is generated primarily from the proceeds of tax-exempt bonds such as the Series 2026 Bonds.

The Project

The Authority will loan the proceeds of the Series 2026 Bonds to the Applicant/Borrower to be used, together with other available moneys, to (i) fund student loans, or reimburse Midwestern University for previously disbursed student loans, including possible refinancing of tax-exempt bonds previously issued by the Authority to fund the Program, as applicable, (ii) fund capitalized interest, if any, (iii) fund any required reserves, and (iv) pay costs of issuing the Series 2026 Bonds (collectively, the “Project”).

Authority Approval Process

The Authority Board, at its meeting on April 27, 2026, approved the issuance of the Series 2026 Bonds.

Notification to Arizona Attorney General

As required by the provisions of Arizona Revised Statutes, Section 35-721.F, the Authority will notify the Arizona Attorney General of the Authority’s intention to issue the Series 2026 Bonds.

Notification to Arizona State Treasurer

As required by the provisions of Arizona Revised Statutes, Section 35-772.E, the Authority will notify the Arizona State Treasurer, as state program representative, of its intention to issue the Series 2026 Bonds.

Tax Exempt Financing

Pursuant to Section 147(f) of the Code, the City Council must approve the issuance of the Series 2026 Bonds after a public hearing following reasonable public notice. A public hearing was held by a representative of the Authority on April 27, 2026, and a Report and Minutes of Public Hearing will be submitted to the Clerk of the City Council in advance of the City Council meeting on May 26, 2026.

On or prior to closing, the Authority will receive an opinion from Chapman and Cutler LLP, as bond counsel, to the effect that interest on any tax-exempt series of the Series 2026 Bonds will be exempt from federal and State of Arizona income taxes.

Financing Participants

The major participants in the financing are as follows:

Authority:	The Industrial Development Authority of the City of Glendale, Arizona
Authority's Counsel:	Squire Patton Boggs (US) LLP
Bond Counsel:	Chapman and Cutler LLP
Applicant/Borrower:	Midwestern University Foundation
Applicant/Borrower's Counsel:	Barnes & Thornburg LLP
Underwriter:	RBC Capital Markets, LLC
Underwriter's Counsel:	Kutak Rock LLP
Trustee:	The Bank of New York Mellon Trust Company, N.A.

Principal Financing Documents

<u>Document</u>	<u>Parties</u>
Bond Trust Indenture, as amended and supplemented	Authority and Trustee
Financing Agreement, as supplemented	Authority, Applicant/Borrower and Trustee

Plan of Finance

The Series 2026 Bonds will be issued in one or more series of tax-exempt or taxable bonds pursuant to the Bond Trust Indenture, and the proceeds received from the sale of the Series 2026 Bonds will be loaned to the Applicant/Borrower pursuant to the Financing Agreement and applied, together with other available moneys, if any, to finance or refinance, as applicable, the Project as described above.

The Applicant/Borrower will be obligated to make loan repayments in amounts and at such times as required to pay principal and interest on the Series 2026 Bonds on their respective due dates. The Series 2026 Bonds will be payable from the trust estate established under the Bond Trust Indenture, including student loans to be made by the Applicant/Borrower to certain graduate and professional students attending Midwestern University.

The Series 2026 Bonds will have an investment grade rating.

Finally, a tax certificate will be executed by the Authority and the Applicant/Borrower to evidence various representations and agreements aimed at establishing and preserving the tax-exempt status of the Series 2026 Bonds.

City Council Approval

Under the provisions of A.R.S. § 35-721.B., the issuance of the Series 2026 Bonds by the Authority requires the approval of the City Council, as the governing body of the Authority. Under the provisions of Section 147(f) of the Code, the issuance of the Series 2026 Bonds requires approval of the City Council.

Through City staff, the Authority has requested this matter be on the Agenda for the City Council meeting on May 26, 2026, to act as required by law to adopt a resolution approving the issuance of the Series 2026 Bonds under the Act and with respect to Section 147(f) of the Code.

The form of Resolution for adoption by the City Council has been submitted, for approval, on a timely basis to the City Attorney.

Transaction Closing

If the required approval of the City Council is received, it is currently anticipated that the Series 2026 Bonds will be issued in June 2026.

Legal Counsel Recommendation

As legal counsel to the Authority, we have reviewed drafts of the principal financing documents and based upon our review of such and our review of the proceedings to date relating to the proposed issuance of the Series 2026 Bonds, we believe that the Resolution of the City

Council approving the issuance of the Series 2026 Bonds and related matters, is in form and substance acceptable for adoption.

Very truly yours,

SQUIRE PATTON BOGGS (US) LLP

Brigitte Finley Green

By: _____

Name: Brigitte Finley Green

Title: Of Counsel

/ms



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

RESOLUTION NO. R26-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH DEER VALLEY UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT DEER VALLEY HIGH SCHOOL AND MOUNTAIN RIDGE HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

Presented by: Colby Brandt, Police Chief

Purpose and Recommended Action

This request seeks City Council approval to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with Deer Valley Unified School District (DVUSD). Under this agreement, one (1) Glendale Police Officer will be assigned to Deer Valley High School and one (1) to Mountain Ridge High School to serve as School Resource Officers (SROs) during the 2026-27 school year, from August 3, 2026, to May 25, 2027.

Background

School Resource Officers (SROs) have supported Glendale schools for more than three decades, with regular assignment from 1992 to 2010. The program was historically funded through school district grants and was considered effective in strengthening school safety, providing crime-prevention education, and building positive relationships between students and law enforcement.

When grant funding ended in 2011, SRO assignments were discontinued. Limited district funding allowed for partial restoration beginning in 2013, but competitive state School Safety Program grants awarded in 2014-2017 provided only minimal support for Glendale schools.

The City of Glendale acted in 2018 to ensure that every public high school within City limits had a dedicated SRO, and cost sharing arrangements were established with the participating school districts.

Deer Valley Unified School District (DVUSD), which operates two (2) public high schools in Glendale, has not received a School Safety Program grant funding for either campus. DVUSD has therefore continued its participation through an intergovernmental agreement (IGA) with the City, using a 25/75 cost-share based on the estimated salary and benefits of an SRO. The IGA for the 2025-26 school year has concluded, and a new IGA is needed for the 2026-27

school year.

Analysis

This Intergovernmental Agreement (IGA) will allow for the assignment of one (1) police officer to Deer Valley High School and one (1) police officer to Mountain Ridge High School during the 2026-27 school year. The assigned officers will collaborate with each school's administration and student population to reduce crime on campus through education, positive police-student interaction, and enforcement of criminal laws.

Under the terms of the IGA, the annual salary and benefits for each SRO are estimated at \$170,025.74, prorated for the ten-month school year. Therefore, DVUSD will pay 25% of each officer's salary and benefits, totaling \$42,506.43 per officer and \$85,012.86 for two (2) SROs. The City will fund the remaining 75%, totaling \$127,519.31 per officer and \$255,038.62 for two (2) SROs for the 2026–27 school year.

The IGA also outlines the officers' responsibilities, including maintaining a visible presence on campus and participating in school-related events as appropriate. When school is not in session, the officers will perform regular police duties at a station designated by the Chief of Police or designee. Staff requests that Council adopt the proposed resolution authorizing the City Manager to enter into the IGA with DVUSD for the 2026-27 school year.

Previous Related Council Action

On June 24, 2025, City Council adopted Resolution No. R25-64, authorizing the City Manager to enter into an Intergovernmental Agreement with Deer Valley Unified School District to assign one Glendale Police Officer to Deer Valley High School and one to Mountain Ridge High School to serve as School Resource Officers for the 2025-26 school year.

Community Benefit/Public Involvement

School Resource Officers (SROs) enhance school safety by providing crime prevention, conflict resolution, and mentorship to students. They foster positive relationships between law enforcement and the community, create a secure learning environment, and educate students on important topics such as drug awareness and bullying prevention. Their presence ensures swift response to emergencies while promoting trust, guidance, and proactive engagement within schools.

Fiscal Impact

<u>Fiscal Year:</u>	FY2026-27
<u>Fiscal Year Amount Requested:</u>	\$255,038.62
<u>Budgeted Y/N?:</u>	Y
<u>Account:</u>	Various
<u>Transfer Required? Y/N:</u>	N
<u>If Yes, what account will be used?:</u>	N/A

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2026-27 Police Department operating budget. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

R26-54

IGA with DVUSD

How was the item procured: Other

Explanation: Intergovernmental Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH DEER VALLEY UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT DEER VALLEY HIGH SCHOOL AND MOUNTAIN RIDGE HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with Deer Valley Unified School District be entered into for the assignment of one police officer at Deer Valley High School, and one police officer at Mountain Ridge High School during the 2026-27 school year, August 3, 2026 through May 25, 2027, to aid in reducing crime on the school campus through education, positive interaction, and enforcement, 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 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 26th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
DEER VALLEY UNITED SCHOOL DISTRICT
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2026, by and between the City of Glendale, a municipal corporation (“City”), and, and Deer Valley Unified School District (“District”), for Deer Valley High School, 18424 North 51st Avenue, Glendale, AZ 85308, and Mountain Ridge High School, 22800 North 67th Avenue Glendale, Arizona 85310 (“Schools”) a political subdivision of the State of Arizona (City, District and School are referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

- A. The District has funding available for school resource officer services at the Schools.
- B. The City and the District desire to enter into an agreement whereby the City will assign one police officer to each School from August 3, 2026, to May 25, 2027.
- C. The police officers will work with and aid the School’s administration and student population in reducing crime on the School campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.
- D. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.
- E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Term. The term of the Agreement shall be from the first day of the 2026-27 school year, August 3, 2026, until the last day of the school year, May 25, 2027. During the days the Schools are not in session, the police officers shall perform their regular police duties at a station as determined by the Chief of Police or his/her designee.
- 2. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

3. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department (“GPD”), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

4. Cost. The annual salary and benefits for each School Resource Officer is estimated at \$170,025.74, prorated for the ten-month school year. For the 2026–27 school year, the District shall pay the City twenty-five percent (25%) of each SRO’s salary and benefits, totaling \$42,506.43 per officer. The District’s total cost for two (2) SROs is \$85,012.86. The City shall fund the remaining seventy-five percent (75%), totaling \$127,519.31 per officer. The City’s total cost for two (2) SROs is \$255,038.62. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due upon receipt of an itemized statement.

5. Police Officer Responsibilities. The police officer’s duties and responsibilities while at their assigned School shall be as follows:
 - 5.1 Serve as a liaison between the School and GPD.
 - 5.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
 - 5.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
 - 5.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
 - 5.5 Enforce all applicable laws in a fair and consistent manner.
 - 5.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
 - 5.7 Educate the students and School personnel by providing 180 hours of relevant and informative educational programs.
 - 5.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
 - 5.9 Maintain a high visible presence on and around campus.

6. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:
 - 6.1 Follow-up home visits when needed as a result of School related student problems.
 - 6.2 Incentive programs approved by the Parties.
 - 6.3 In response to off campus, but School related criminal activity.
 - 6.4 In response to emergency police activities.
 - 6.5 Mandatory GPD meetings.
 - 6.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers' certification.
 - 6.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

7. District Responsibilities.
 - 7.1 The District will provide the police officer an office and such equipment, as is necessary, at their assigned School. The equipment shall include a telephone and filing space capable of being secured.
 - 7.2 The School agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.
 - 7.3 The District shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year.

8. Coordination of Processes to Address Student Misconduct. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

9. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the officer's direct supervisor about any issues or concerns involving the officer. If there is an issue that cannot be resolved between the Principal or designee and the officer's direct supervisor, a District representative will communicate with the GPD Training Lieutenant or his/her superiors, as determined appropriate by the City.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-

current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

11. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.
12. Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.
13. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
14. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.
15. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
16. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.
17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
18. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.
19. Non-discrimination. Both Parties agree not to 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.
20. E-verify. District complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

21. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
22. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

If to CITY: Glendale Police Department
 Attn: Police Chief Colby Brandt
 6835 North 57th Drive
 Glendale, Arizona 85301

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

If to DISTRICT: Deer Valley Unified School District
 Attn: Curis Finch, PhD
 20402 North 15th Avenue
 Phoenix, Arizona 85027

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

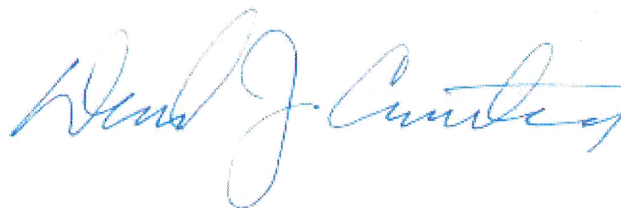
Michael D. Bailey, City Attorney

School District



Curtis Finch, PhD, Superintendent

Approved as to Form and within the powers and
authority of the District:



Legal Counsel for the District



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

RESOLUTION NO. R26-55

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT CACTUS HIGH SCHOOL, IRONWOOD HIGH SCHOOL, AND RAYMOND S. KELLIS HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

Presented by: Colby Brandt, Chief of Police

Purpose and Recommended Action

This request seeks City Council approval to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with Peoria Unified School District (PUSD) for School Resource Officer (SRO) services at Cactus High School, Ironwood High School, and Raymond S. Kellis High School for the 2026-27 school year. Under the proposed IGA, one Glendale Police Officer will be assigned to each high school campus to provide school safety, crime prevention, and educational programming.

Background

School Resource Officers (SROs) have supported Glendale schools for more than three decades, with regular assignment from 1992 to 2010. The program was historically funded through school district grants and was considered effective in strengthening school safety, providing crime-prevention education, and building positive relationships between students and law enforcement.

When grant funding ended in 2011, SRO assignments were discontinued. Limited district funding allowed for partial restoration beginning in 2013, but competitive state School Safety Program grants awarded in 2014-2017 provided only minimal support for Glendale schools.

The City of Glendale acted in 2018 to ensure that every public high school within City limits had a dedicated SRO, and cost sharing arrangements were established with the participating school districts.

PUSD has not received School Safety Program grant funding and therefore continues to partner with the City through an IGA with a 25/75 cost-share model. The previous IGA covered the 2025–26 school year and expires at the end of that term. A new agreement is required to continue SRO services for the 2026–27 school year.

The new IGA establishes a term of August 3, 2026, through May 20, 2027, consistent with the school calendar.

Analysis

If approved, this Intergovernmental Agreement (IGA) will authorize the assignment of one Glendale Police Officer to Cactus High School, Ironwood High School, and Raymond S. Kellis High School for the 2026–27 school year. The officers will work closely with school administrators and engage with students to support campus safety and crime prevention. Their responsibilities include maintaining a visible presence on campus, providing educational support as appropriate, fostering positive interactions between law enforcement and students, and enforcing criminal laws when necessary.

The annual salary and benefits for each School Resource Officer are estimated at \$170,025.74, prorated for the ten-month school year. Based on this estimate, the District would contribute approximately 25 percent of the prorated cost, or \$42,506.43 per officer, totaling \$127,519.31 for all three officers. The City would fund the remaining 75 percent, or \$127,519.31 per officer, totaling \$382,557.93 for all three officers. These figures reflect the cost-share structure outlined in the agreement.

When school is not in session, the assigned officers will return to their regular police duties at a station designated by the Chief of Police or their designee. Staff recommends that Council adopt the proposed resolution authorizing the City Manager to enter into the IGA with Peoria Unified School District to continue School Resource Officer services for the 2026–27 school year.

Previous Related Council Action

On June 24, 2025, City Council adopted Resolution R25-65, authorizing an Intergovernmental Agreement with PUSD for SRO services at Cactus, Ironwood, and Raymond S. Kellis High Schools for the 2025–26 school year.

Community Benefit/Public Involvement

The SRO program strengthens relationships between law enforcement, students, families, and school staff. The presence of an SRO enhances campus safety, supports early intervention, and promotes positive police-community interactions. This partnership supports a safer learning environment and reinforces the City’s commitment to community-oriented policing.

	<u>Fiscal Impact</u>
<u>Fiscal Year:</u>	FY2026-27
<u>Fiscal Year Amount Requested:</u>	382,557.93
<u>Budgeted Y/N?:</u>	Y
<u>Account:</u>	Various
<u>Transfer Required? Y/N:</u>	N
<u>If Yes, what account will be used?:</u>	N/A
<u>Budget and Financial Impacts:</u>	
Funding for this item is budgeted in the FY2026-27 Police Department operating budget. Expenditures in future fiscal years are contingent upon Council budget approval.	

Attachments

R26-55

IGA with PUSD

How was the item procured: Other

Explanation: Intergovernmental Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-55

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER AT CACTUS HIGH SCHOOL, IRONWOOD HIGH SCHOOL, AND RAYMOND S. KELLIS HIGH SCHOOL DURING THE 2026-27 SCHOOL YEAR.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with Peoria Unified School District be entered into for the assignment of one police officer at Cactus High School, one police officer at Ironwood High School, and one police officer at Raymond S. Kellis High School during the 2026-27 school year, August 3, 2026 through May 20, 2027 to aid in reducing crime on the school campus through education, positive interaction, and enforcement, 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 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 26th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
PEORIA UNIFIED SCHOOL DISTRICT
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2026, by and between the City of Glendale, a municipal corporation (“City”), and, Peoria Unified School District (“District”), for Cactus High School, 6330 West Greenway Road, Glendale, Arizona 85306, Ironwood High School, 6051 West Sweetwater Avenue, Glendale, Arizona 85304, and Raymond S. Kellis High School, 8990 West Orangewood Avenue, Glendale, Arizona 85305 (“Schools”) a political subdivision of the State of Arizona (City, District and School are referred to herein individually as a “Party” and collectively as the “Parties”).

RECITALS

- A. The District has funding available for school resource officer services at the Schools.
- B. The City and the District desire to enter into an agreement whereby the City will assign one police officer to each School from August 3, 2026, to May 20, 2027.
- C. The police officers will work with and aid the School’s administration and student population in reducing crime on the School campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.
- D. The District is authorized to enter into the Agreement pursuant to A.R.S. §§ 15-342 and 11-952.
- E. The City is authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Term. The term of the Agreement shall be from the first day of the 2026-27 school year, August 3, 2026, until the last day of the school year, May 20, 2027. During the days the Schools are not in session, the police officers shall perform their regular police duties at a station as determined by the Chief of Police or his/her designee.
- 2. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.

3. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department (“GPD”), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

4. Cost The annual salary and benefits for each School Resource Officer is estimated at \$170,025.74, prorated for the ten-month school year. For the 2026–27 school year, the District shall pay the City twenty-five percent (25%) of each SRO’s salary and benefits, totaling \$42,506.435 per officer. The District’s total cost for three (3) SROs is \$127,519.31. The City shall fund the remaining seventy-five percent (75%). The City’s cost for one officer comes to \$127,519.31 and three (3) SROs is \$382,557.93. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due upon receipt of an itemized statement.

5. Police Officer Responsibilities. The police officer’s duties and responsibilities while at their assigned School shall be as follows:
 - 5.1 Serve as a liaison between the School and GPD.
 - 5.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
 - 5.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
 - 5.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
 - 5.5 Enforce all applicable laws in a fair and consistent manner.
 - 5.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
 - 5.7 Educate the students and School personnel by providing 180 hours of relevant and informative educational programs.
 - 5.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
 - 5.9 Maintain a high visible presence on and around campus.

6. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:
 - 6.1 Follow-up home visits when needed as a result of School related student problems.
 - 6.2 Incentive programs approved by the Parties.
 - 6.3 In response to off campus, but School related criminal activity.
 - 6.4 In response to emergency police activities.
 - 6.5 Mandatory GPD meetings.
 - 6.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers' certification.
 - 6.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

7. District Responsibilities.
 - 7.1 The District will provide the police officer an office and such equipment, as is necessary, at their assigned School. The equipment shall include a telephone and filing space capable of being secured.
 - 7.2 The School agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.
 - 7.3 The District shall provide \$100 for classroom instructional supplies for the SRO as may be incurred throughout the School Year.

8. Coordination of Processes to Address Student Misconduct. The Parties will work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

9. Chain of Command and Channels of Communication. The Principal or Principal's designee will communicate directly with the officer's direct supervisor about any issues or concerns involving the officer. If there is an issue that cannot be resolved between the Principal or designee and the officer's direct supervisor, a District representative will communicate with the GPD Training Lieutenant or his/her superiors, as determined appropriate by the City.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-

current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

11. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.
12. Manner of Financing. The parties will fund their respective obligations under this agreement through their respective annual budget processes, including but not limited to their respective management and operations budgets, as applicable, and any other available funds.
13. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
14. Records. Parties shall maintain the records required in this Agreement for a period of three years after the termination of this Agreement.
15. Property Disposition. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
16. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.
17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
18. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.
19. Non-discrimination. Both Parties agree not to 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.
20. E-verify. District complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

21. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
22. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

If to CITY: Glendale Police Department
 Attn: Police Chief Colby Brandt
 6835 North 57th Drive
 Glendale, Arizona 85301

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

If to DISTRICT: Peoria Unified School District
 Attn: Marcie Rodriguez, Deputy Superintendent
 6330 West Thunderbird Road
 Glendale, Arizona 85306

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

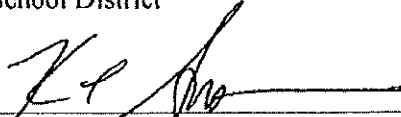
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

School District



Kenneth Christopher (KC) Somers, Superintendent

Approved as to Form and within the powers and
authority of the District:



Legal Counsel for the District



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
 SUBMITTED FOR: Aliudeen Khan Abraham, Deputy Director Transportation
 DEPARTMENT: Transportation

Subject

RESOLUTION NO. R26-56

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 14 TO THE INTERGOVERNMENTAL AGREEMENT (133-75-2027-14-00) FOR TRANSIT SERVICES WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE PROVISION OF THE PUBLIC TRANSPORTATION SERVICES IN THE CITY OF GLENDALE.

Presented by: Aliudeen Khan-Abraham, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) (133-75-2027-14-00, Amendment No. 14) with the Regional Public Transportation Authority (RPTA) to provide transit services, including fixed route, regional ADA, and Ridechoice services from July 1, 2026, through June 30, 2027. Under Proposition 479, these costs will be covered at the regional level for the city's benefit.

Background

RPTA operates transit services throughout the Maricopa urbanized area using service agreements with local municipalities.

Analysis

The following schedules are part of this Amendment:

- **Schedule A:** Pertains to the continued operation of fixed-route and express bus services for FY 2026-27. Glendale has no financial obligation for these services, as these services are funded by Public Transportation Funds (PTF).
- **Schedule C:** Pertains to the continued operation of Regional ADA services.
- **Schedule D:** Pertains to the RideChoice Program.
- **Schedule E:** Pertains to the reimbursement of expenses related to providing transit services for ADA-eligible riders. These funds are used to offset the cost of providing ADA Paratransit service within the City of Glendale.

Previous Related Council Action

On June 25, 2024, the City Council authorized entering Amendment No. 11 (C-8523-11) to the IGA with the RPTA for transit services for FY 2024-25.

On December 01, 2025, the City Council authorized the execution of Amendment No. 13 to the IGA with the RPTA for transit services for FY 2025-26.

Community Benefit/Public Involvement

Public transportation services are an important benefit to residents and visitors of the City of Glendale.

Attachments

R26-56

Amendment to Agreement with RPTA

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-56

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 14 TO THE INTERGOVERNMENTAL AGREEMENT (133-75-2027-14-00) FOR TRANSIT SERVICES WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE PROVISION OF THE PUBLIC TRANSPORTATION SERVICES IN THE CITY OF GLENDALE.

WHEREAS, on July 01, 2013, City Council approved the entering into of an Intergovernmental Agreement with the Regional Public Transportation Authority (Contract No. 133-75-2014) for the operation of fixed route bus services in the City of Glendale (Contract No. C-8523); and

WHEREAS, on July 1, 2014, City Council approved Amendment No. 1 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2015, City and Council approved Amendment No. 2 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2016, City and Council approved Amendment No. 3 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2017, City and Council approved Amendment No. 4 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2018, City Council approved Amendment No. 5 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2019, City Council approved Amendment No. 6 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2020, City Council approved Amendment No. 7 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2021, City Council approved Amendment No. 8 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2022, City Council approved Amendment No. 9 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2023, City Council approved Amendment No. 10 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2024, City Council approved Amendment No. 11 to the Intergovernmental Agreement; and

WHEREAS, on July 1, 2025, City Council approved Amendment No. 12 to the Intergovernmental Agreement; and

WHEREAS, on December 1, 2025, City Council approved Amendment No. 13 to the Intergovernmental Agreement.

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 fourteenth Amendment to the Intergovernmental Agreement (Contract No. 133-75-2027-14-00); City of Glendale (Contract No. C-8523) between the City of Glendale and the Regional Public Transportation Agency 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 and deliver 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 26th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

TRANSIT SERVICES AMENDMENT
BETWEEN
THE CITY OF GLENDALE
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
Contract # 133-75-2027-14-00

THIS AMENDMENT dated this 1st day of July, 2026, amends the following items of the Transit Services Agreement Contract #133-75-2026 entered into between the City of Glendale and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 1, 2018, July 1, 2019, July 1, 2020, July 1, 2021, July 1, 2022, July 1, 2023, July 1, 2024, July 1, 2025 and December 1, 2025.

The following Schedules replace and supersede those Schedules of the Agreement entered into July 1, 2025.

The attached Schedule A replaces and Supersedes Schedule A entered into July 1, 2025.

The attached Schedule C replaces and Supersedes Schedule C entered into July 1, 2025.

The attached Schedule D replaces and supersedes Schedule D entered into December 1, 2025.

The attached Schedule E replaces and Supersedes Schedule E entered into July 1, 2025.

All other terms of the Parties Transit Services Agreement dated July 1, 2013 as amended, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Chief Legal Officer

CITY OF GLENDALE

By: _____
Patrick S. Banger, City Manager

By: _____
Julie K. Bower, City Clerk

APPROVED AS TO FORM:

By: _____
Michael Bailey, Attorney

SCHEDULE "A" - REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **\$9,047,288.00** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of Member. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY27 Fixed Route Bus Estimate

RPTA Operated Service in the City of Glendale
PTF Funded

Funding		PTF				
HASTUS		Glen				
Route	Level	Annual Miles	Gross Cost	Fares	PM	Net Cost
573	W	19,916	652,306	(4,047)	(11,849)	\$ 636,410
575	W	23,426	767,272	(5,452)	(13,938)	747,883
GAL	W	5,714	187,155	(751)	(3,400)	183,004
Grand Total		49,056	\$1,606,733	(\$10,249)	(\$29,186)	\$1,567,298

FY27 Fixed Route Bus Estimate

Phoenix Operated in the City of Glendale
PTF Funded

Funding		PTF				
Route	Level	Annual Miles	Gross Cost	Fares	PM	Net Cost
59*	W	164,450	\$2,142,593	(\$144,636)	(\$117,220)	\$1,880,737
67*	W	69,570	906,418	(42,800)	(49,590)	814,028
67*	S	3,018	39,315	(2,135)	(2,151)	35,030
67*	H	3,366	43,852	(1,811)	(2,399)	39,642
70*	W	209,384	2,277,910	(140,381)	(152,385)	1,985,144
70*	S	19,024	206,959	(14,126)	(14,140)	178,693
70*	H	21,219	230,839	(12,122)	(15,772)	202,946
83*	W	53,028	690,891	(20,578)	(37,798)	632,516
83*	S	5,181	67,506	(2,620)	(3,693)	61,193
83*	H	5,779	75,295	(2,311)	(4,119)	68,865
106*	W	47,522	516,997	(29,670)	(33,874)	453,453
106*	S	4,615	50,212	(3,245)	(3,290)	43,677
106*	H	4,805	52,272	(2,723)	(3,425)	46,124
138*	W	33,404	363,407	(20,085)	(23,811)	319,512
138*	S	3,096	33,685	(1,800)	(2,207)	29,678
138*	H	3,454	37,572	(1,529)	(2,462)	33,581
170*	W	57,426	624,746	(30,423)	(40,934)	553,389
170*	S	5,054	54,987	(3,639)	(3,603)	47,746
170*	H	5,638	61,332	(3,275)	(4,019)	54,039
Grand Total		719,032	\$8,476,788	(\$479,908)	(\$516,890)	\$7,479,990

* Service operated by Phoenix; mileage, costs, fares, and federal revenues are all provided by City of Phoenix.

SCHEDULE “C” – REGIONAL PARATRANSIT SERVICE COST ESTIMATE

For the period from July 1, 2026 through June 30, 2027, Member will pay RPTA a total of **\$0.00** for the provision of paratransit services. This payment will be broken into monthly installments of **\$0.00**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

**FY27 Paratransit Service
Funded by City of Glendale**

	<u>Paratransit</u>
Trips	
Paratransit ADA Trips	16,974
Paratransit Non-ADA Trips	-
<u>Total</u>	<u>16,974</u>
Cost:	
Contractor Transportation Cost	\$1,445,240
RPTA Salaries, Fringes & OHD	\$114,189
<u>Total Gross Program Cost</u>	<u>\$1,559,429</u>
Total Fare Revenue	(\$68,350)
<u>Total Net Program Cost Before PTF</u>	<u>\$1,491,079</u>
Cost for ADA Service	\$1,491,079
Cost for Non-ADA Service	\$0
PTF Applied	\$1,491,079
Member City Contributions:	
<u>Paratransit Service</u>	<u>\$0</u>
Total Member City Contribution	\$0

SCHEDULE “D” – RIDE CHOICE TRANSPORTATION SERVICES COST ESTIMATE

For the period from July 1, 2026 through June 30, 2027, Member will pay RPTA a total of **\$0.00** for the provision of ridechoice services. This payment will be broken into monthly installments of **\$0.00**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

**FY27 RideChoice Service
Funded by City of Glendale**

	<u>RideChoice</u>
Trips:	
RideChoice ADA Trips	8,744
RideChoice Non-ADA Trips	-
<u>Total Trips</u>	<u>8,744</u>
Cost:	
Contractor Transportation Cost	\$287,528
RPTA Salaries, Fringes & OHD	\$18,634
<u>Total Gross Program Cost</u>	<u>\$306,162</u>
<u>Total Fare Revenue</u>	<u>(\$38,901)</u>
<u>Total Net Program Cost before PTF</u>	<u>\$267,261</u>
Cost for ADA Service	\$267,261
Cost for Non-ADA Service	\$0
PTF Applied	\$267,261
Member City Contributions:	
Ride Choice Service	\$0
<u>Total Member City Contribution</u>	<u>\$0</u>

**SCHEDULE “E” CAPITAL PROJECTS AND OPERATIONS SUPPORT– PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2026 to June 30, 2027 the estimated amount of Public Transportation Funds (“PTF”) available to Member is **\$2,767,782.00**. This amount is only applicable to ADA. The ADA PTF will pay actual costs for ADA trips for paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any additional ADA certified rider eligible expenses incurred directly by Member and certified by Member’s Chief Financial Officer or designee may be reimbursed by RPTA with ADA PTF. RPTA will reimburse Member within thirty (30) business days based upon availability of funds. Member may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$2,767,782**



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject

RESOLUTION NO. R26-57

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2027 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution formally designating Levi D. Gibson as the City's Chief Fiscal Officer and the individual designated to submit the city's FY26-27 Expenditure Limitation Report to the Arizona Auditor General.

Background

Arizona Revised Statutes § 41-1279.07(E) requires the City to provide to the Auditor General by July 31 each year the name of the Chief Fiscal Officer the governing body has designated to officially submit the annual expenditure limitation report (AELR) on the governing body's behalf.

The City's Chief Fiscal Officer designation is updated periodically due to changes in the organization.

Analysis

Staff proposes Levi D. Gibson, Budget and Finance Director, be designated as the City's Chief Fiscal Officer to officially submit the FY 2026-27 year's Annual Expenditure Limitation Report (AELR) on the governing body's behalf, effective upon adoption of the attached resolution.

Previous Related Council Action

Council approved resolution R25-58 designating Levi D. Gibson, Budget and Finance Director, as the City's Chief Fiscal Officer on June 10, 2025.

Attachments

R26-57

Strategic Plan Connection:

Tier 1 Objective:

Improve Resource Alignment

RESOLUTION NO. R26-57

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2027 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Glendale Mayor and Council desire to designate Levi D. Gibson as the City's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

SECTION 1. The recitals above are incorporated as if fully set forth in this resolution.

SECTION 2. Levi D. Gibson is designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2027 AELR to the Arizona Auditor General on the governing body's behalf.

(Signatures on the following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 26th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject

RESOLUTION NO. R26-58

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY AND FORMALLY ACCEPTING THE EMPLOYER'S SHARE OF THE ASSETS AND LIABILITIES UNDER THE SYSTEM, BASED ON THE SYSTEM'S ACTUARIAL VALUATION REPORT.

Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution adopting a Public Safety Personnel Retirement System pension funding policy and to accept the employer's share of the assets and liabilities under the system based on the system's June 30, 2025 actuarial valuation report.

Background

A.R.S 38-863.01 requires all cities participating in the Public Safety Personnel Retirement System (PSPRS) to establish and adopt annually a Pension Funding Policy and post that policy on the city's website. It also requires all cities to formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.

Public Safety Personnel Retirement System (PSPRS) is a multiple-employer agent pension plan for law enforcement officers and firefighters. The city's police and fire employees, who are regularly assigned hazardous duty, participate in the PSPRS.

Analysis

The statutory requirements of Law 2018, Chapter 112 (HB 2097) require cities to annually adopt a Pension Funding Policy beginning on July 1, 2019, which includes funding objectives that address the following:

1. How to maintain stability of contributions to PSPRS.
2. How and when the funding requirements will be met.
3. The funded ratio target and the timeline for reaching the targeted funded ratio.

The City must also formally accept its share of the pension assets and liabilities based on the PSPRS actuarial valuation report and post the funding policy on the City's public website. Based upon the June 30, 2025 actuarial valuation report from the Public Safety Personnel

Retirement System, the City's plans for Police and Fire contain the following for assets, accrued liabilities, unfunded actuarial accrued liability and funding ratio:

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Glendale Police	\$442,549,910	\$524,710,833	\$82,160,923	84.3%
Glendale Fire	276,538,529	319,582,232	43,043,703	86.5%
City of Glendale Totals	\$719,088,439	\$844,293,065	\$125,204,626	85.2%

Previous Related Council Action

On June 10, 2025, City Council adopted Resolution No. R25-29, adopting the city's annual Pension Funding Policy.

On August 13, 2024, City Council adopted Resolution No. 24-79, adopting the city's annual Pension Funding Policy.

On June 27, 2023, City Council adopted Resolution No. 23-49, adopting the city's annual Pension Funding Policy.

On June 28, 2022, City Council adopted Resolution No. 22-66, adopting the city's annual Pension Funding Policy.

On April 13, 2021, City Council adopted Ordinance No. 021-28 authorizing the issuance of Certificates of Participation for up to \$260,000,000 to provide funding to achieve an approximately 90 percent funded ratio in the Fire and Police Public Safety Retirement System.

On February 23, 2021, Staff discussed options with Council and received consensus on financing a significant portion of the City's PSPRS pension obligations. On January 26, 2021, City Council adopted Resolution No. 21-04 the City's Pension Funding Policy.

On June 25, 2019, City Council adopted its annual pension funding policy.

Attachments

R26-58
Pension Funding Policy

Strategic Plan Connection:

Tier 1 Objective: Improve Resource Alignment

RESOLUTION NO. R26-58

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY AND FORMALLY ACCEPTING THE EMPLOYER'S SHARE OF THE ASSETS AND LIABILITIES UNDER THE SYSTEM, BASED ON THE SYSTEM'S ACTUARIAL VALUATION REPORT.

WHEREAS, the City of Glendale adopts a Pension Funding Policy (the "Policy") to identify the Council's pension funding objectives and comply with new Arizona statutory requirements contained in A.R.S. 38-863.01.

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

SECTION 1. That to meet the new Arizona statutory requirements contained in A.R.S. 38-863.01, the City of Glendale adopts the Public Safety Personnel Retirement System Pension Funding Policy and accepts the employer's share of the assets and liabilities under the System based on the System's actuarial valuation report.

SECTION 2. That the City Manager and City Clerk are authorized and directed to take such additional steps as are necessary to effectuate this policy 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 26th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

City of Glendale

Public Safety Personnel Retirement System

Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with A.R.S. §38-863.01.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – the difference between current trust assets and the estimated future cost of pensions earned by employees. UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used by the actuaries in their actuarial valuations.

Annual Required Contribution (ARC) – the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to pay off the unfunded portion of pensions earned by employees in previous years. The UAAL is paid down over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – the ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – A funding approach concept that ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agency's assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that agency's fund, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The City of Glendale has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2025 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Glendale Police	\$442,549,910	\$524,710,833	\$82,160,923	84.3%
Glendale Fire	276,538,529	319,582,232	43,043,703	86.5%
City of Glendale Totals	\$719,088,439	\$844,293,065	\$125,204,626	85.2%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds for all cities and counties in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal will be 100% (fully funded) by June 30, 2037.

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Glendale's liability so the City is not assuming any other jurisdictions' liabilities.
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY27 is \$17,054,652 which can be paid from operating funds without diminishing City services.
- The Council has established a Pension Stabilization Reserve Fund. The funds will be assigned and used solely for addressing future pension and unfunded liability needs of the City.
- Additional payments above the ARC
 - The Council will evaluate the budget annually for additional opportunities to make one-time contributions to fund the unfunded liability when such payment makes economic and fiscal sense.

The Council plans on fully paying off the unfunded liability using an initial 20-year amortization period (which started in 2017), and will achieve its goal of 100% funding in the 11 years remaining (by June 30, 2037) in accordance with the amortization timeline set forth in the PSPRS June 30, 2025 Actuarial Valuation.



CITY COUNCIL REPORT

MEETING DATE: 05/26/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject

RESOLUTION NO. R26-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, IN AND FOR THE CITY OF GLENDALE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF QUESTIONS OF SELLING AND ISSUING BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAXES. Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution ordering and calling an election to be held on November 4, 2025, in and for the City of Glendale, Arizona to submit to the qualified electors thereof questions of selling and issuing bonds payable from secondary (ad valorem) property taxes.

Background

Each year, the City Council reviews and approves the ten-year Capital Improvement Plan (CIP). The CIP serves as a roadmap for constructing, repairing, maintaining and paying for Glendale's present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each capital improvement. The plan is designed to ensure the City has available resources to fund the investment in the capital assets and to pay for its ongoing operations and maintenance. During the budget process, projects are identified which could potentially be funded using General Obligation bonds.

Analysis

General Obligation Bonds require voter authorization and are usually paid for using secondary property tax revenues. To ensure funds are available to support projects in the ten-year CIP, an election is needed to request additional voter authorization to issue General Obligation Bonds.

The need for additional bond authority and potential timing of a special election were discussed by the Council at workshops on January 28, 2025 and April 22, 2025.

Attachments

R26-59

RESOLUTION NO. R26-59

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, IN AND FOR THE CITY OF GLENDALE, ARIZONA, TO SUBMIT TO THE QUALIFIED ELECTORS THEREOF QUESTIONS OF SELLING AND ISSUING BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAXES.

WHEREAS, the Mayor and Council of the City of Glendale, Arizona (hereinafter referred to as the "City"), determine that certain, future capital needs of the City can be financed best through the issuance and sale of bonds of the City, the debt service with respect to which shall be paid through the levy of secondary (ad valorem) property taxes; and

WHEREAS, pursuant to Section 35-452, Arizona Revised Statutes, as amended, the Mayor and Council of the City must order an election to determine whether such indebtedness shall be authorized (hereinafter referred to as the "Election").

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

SECTION 1. (A) That the Election, in and for the City, be and the same is hereby ordered and called to be held on November 3, 2026, at which time there shall be submitted to the qualified electors of the City three questions relating to authorizing the sale and issuance of bonds of the City in the aggregate principal amounts and for the purposes set forth in the official ballot for the Election (hereinafter referred to as the "Official Ballot").

(B) That if a question passes at the Election, the aggregate principal amount of the bonds to be authorized at the Election with respect to such question shall be the applicable amount set forth in the Official Ballot; the maximum rate of interest to be paid thereon shall be not more than eight percent (8%) per annum; the minimum and the maximum number of years bonds of any issue or series authorized at the Election may run from their date shall be five (5) years and twenty-five (25) years; the purposes for which the money derived from the sale of the bonds will be expended shall be as more fully set forth in the Official Ballot; the City currently has \$32,271,327 in outstanding general obligation debt, including principal and allocable unamortized premium, chargeable against the 6% limit and \$174,547,368 in outstanding general obligation debt, including principal and allocable unamortized premium, chargeable against the 20% limit; and the constitutional debt limit of the City is \$1,165,424,430, being 26% of the net assessed full cash value of the City (which debt limit is based on the value provided by the assessor of Maricopa County, Arizona (hereinafter referred to as the "County") for fiscal year 2025-2026).

SECTION 2. That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 3. (A) That notice of the Election shall be given by mailing an informational pamphlet (hereinafter referred to as the “Informational Pamphlet”) to each household within the City that contains a registered voter not less than thirty-five (35) days before the date of the election.

(B) That the Informational Pamphlet shall be prepared by the Clerk of the City, and the Clerk of the City is hereby authorized and directed to cause the Informational Pamphlet to be provided as and under the circumstances described herein in the form she deems acceptable.

(C) That, pursuant to Section 35-454, Arizona Revised Statutes, as amended, the City hereby sets the date of August 7, 2026, at the hour of 5:00 p.m., as the deadline to submit arguments “for” and “against” the authorization to issue the bonds.

(D) That the Clerk of the City is hereby authorized to request arguments “for” and “against” the subject matter of the Election by providing the notice in the form and by the means provided in the form attached hereto and marked Exhibit “B” (hereinafter referred to as the “Request for Arguments”). The Clerk of the City is authorized to revise the form of notice hereto as necessary to comply with all applicable laws, including an estimate of the average tax rate for the proposed bond authorization required by Section 35-454.C, Arizona Revised Statutes, as amended.

Each argument shall not exceed 300 words in length. If the argument is sponsored by an organization, the sworn statements of two executive officers are required. If the argument is sponsored by a political committee, the sworn statement of the committee’s chair or treasurer is required. If the argument is submitted by an individual and not on behalf of an organization, a political committee or any other group, the person shall submit the argument with a sworn, notarized statement. Persons signing shall also identify themselves by giving their residence or post office address and a telephone number, which shall not appear in the informational pamphlet.

(E) The mailing or publication of the call and notice of the Election shall be given, or caused to be given, by the City Clerk, as provided by law, and as may be deemed necessary and appropriate in the City Clerk’s discretion to advise the public of the Election.

SECTION 4. That the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and a sample of the Official Ballot and shall be in a form the Clerk of the City deems acceptable.

SECTION 5. That in order to comply with the Voting Rights Act of 1965, as amended, the following materials pertaining to the Election shall be translated into Spanish and mailed or distributed in each instance where mailing or distributing of such materials is required, to-wit: Request for Arguments, Informational Pamphlet, Official Ballot, Absentee/Early Voting Materials and Voting Instructions, including instructions at the polling places.

SECTION 6. (A) That the Election shall be held, conducted and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise

provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) That the precincts and polling places shall be those utilized by the County for the general election to be held concurrently with the Election.

(C) The City Clerk of the City is authorized and directed to take all actions, including entering into a contract with the County Recorder of the County to enter into an agreement with the Elections Department of the County to conduct the Election for the City. The City Clerk of the City shall coordinate with the Elections Department of the County to designate a location for purposes of replacing ballots that have been lost, spoiled, destroyed or not received by the elector.

(D) That all expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City.

(E) That the Clerk of the City is hereby authorized to take all necessary action to facilitate the Election.

SECTION 7. (A) That the official returns from the Election shall be made to the Mayor and Council of the City within twenty (20) days from the date of the Election and the Election shall be canvassed and the results thereof certified by the Mayor and Council of the City at a meeting to be held within twenty (20) days after the date of the Election, as provided by law.

(B) That the Mayor and Council of the City shall file and record in the office of the County Recorder of the County a certificate disclosing with respect to the Election the purpose of the Election, the total number of votes cast and the total number of votes for and against creating the indebtedness and stating whether or not the indebtedness is ordered in each case.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 26th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

EXHIBIT "A"

FORM OF OFFICIAL BALLOT

GENERAL PROVISIONS APPLICABLE TO THE BOND QUESTIONS

The following are general provisions that apply to the bond questions. Specific information for the authorized purposes is set out in the bond questions.

- The bonds may be issued in one or more series, as tax-exempt or taxable bonds.
- The bonds may be issued in the denomination of \$5,000 each or multiples thereof.
- Interest rates may be fixed or variable but shall not exceed eight percent (8.0%) per annum.
- Interest may be evidenced by separate certificates and will be paid on July 1 and January 1 or more frequently.
- The bonds, and any bonds issued to refund the city's bonds, may be sold at prices that include premiums not greater than permitted by law.
- Each series of bonds will mature over a period not to exceed twenty-five (25) years from their date of issuance.
- Bonds will mature on the days of each year determined by the City Council.
- The funds generated will be used to pay for all necessary design, acquisition, construction, demolition, reconstruction, improvement, repair, renovation, equipment and installation and associated costs including the acquisition of land or interests therein; and all legal, financial, engineering, architectural, project management and administration and other necessary costs in connection therewith; and to pay all costs incidental to any of the foregoing and to the sale and issuance of such bonds or any series thereof.

QUESTION 1

ENHANCE GLENDALE PARKS AND RECREATIONAL AMENITIES TO CONSERVE WATER AND ENERGY RESOURCES AND IMPROVE THE QUALITY OF LIFE IN OUR COMMUNITY

Shall the City of Glendale, Arizona ("Glendale") be authorized to issue and sell general obligation bonds of the city in a principal amount not to exceed \$175,000,000 to provide funding to enhance and improve community, neighborhood and regional parks, including resource efficient

recreational facilities, aquatic centers, buildings and improvements; and water and energy conservation systems in parks and recreational facilities?

Projects may include, but are not limited to, those intended to:

- Renovate and improve existing community, neighborhood, and regional parks, recreational facilities, aquatics centers, and parks related buildings.
- Plan, design and construct new city parks and recreational facilities, aquatics centers, buildings and improvements.
- Construct, improve or install water and energy conservation measures, lighting, shade, fields, and playgrounds at city parks and recreational facilities.

These bonds will be issued as general obligation bonds, and the issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

A “YES” vote shall authorize the City of Glendale governing body to issue and sell \$175,000,000 of general obligation bonds of the City of Glendale to be repaid with secondary property taxes.

A “NO” vote shall not authorize the City of Glendale governing body to issue and sell such bonds of the City of Glendale.

BOND APPROVAL, YES
BOND APPROVAL, NO

TAGLINE TEXT FOR QUESTION 1:

Shall Glendale be authorized to issue and sell \$175,000,000 of general obligation bonds to provide funding to enhance and improve community, neighborhood, and regional parks, including resource efficient recreational facilities, aquatic centers, buildings and improvements; and water and energy conservation systems in parks and recreational facilities?

QUESTION 2

ENHANCE GLENDALE LIBRARIES TO MODERNIZE FACILITIES AND IMPROVE SAFE, ACCESSIBLE SPACES AND PROGRAMS FOR THE COMMUNITY

Shall the City of Glendale be authorized to issue and sell general obligation bonds in a principal amount not to exceed \$75,000,000 to modernize and renovate City libraries; upgrade library technology and expand access to library materials; enhance library spaces for educational programs and community meetings; improve library accessibility; and implement water and energy saving measures in libraries?

Projects may include, but are not limited to, those intended to:

- Plan, construct, reconstruct, improve, equip, modernize, repair, and renovate, library buildings, community meeting rooms, study corrals, programming areas, maker spaces, stacks, and circulation desks.
- Modernize and improve library technology infrastructure, computers, and equipment.
- Improve, install, repair and upgrade lighting, water fixtures, and HVAC systems to save water and reduce energy consumption.

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds.

A “YES” vote shall authorize the City of Glendale governing body to issue and sell \$75,000,000 of general obligation bonds of the City of Glendale to be repaid with secondary property taxes.

A “NO” vote shall not authorize the City of Glendale governing body to issue and sell such bonds of the City of Glendale.

BOND APPROVAL, YES
BOND APPROVAL, NO

TAGLINE TEXT FOR QUESTION 2:

Shall Glendale be authorized to issue and sell \$75,000,000 in general obligation bonds to modernize and renovate City libraries; upgrade library technology and expand access to library materials; enhance library spaces for educational programs and community meetings; improve library accessibility; and implement water and energy saving measures in libraries?

QUESTION 3

MODERNIZE GLENDALE’S CITY SERVICES AND SAFETY CENTER TO MAINTAIN SAFETY, PROTECT RESOURCES, AND IMPROVE THE DELIVERY OF ESSENTIAL SERVICES TO THE COMMUNITY

Shall the City of Glendale, Arizona (“Glendale”) be authorized to issue and sell general obligation bonds of the city in a principal amount not to exceed \$80,000,000 to modernize and repair the City Services and Safety Center, which houses the multiple facilities required to maintain and deploy vital equipment including emergency response vehicles; street, park, sanitation, and other community maintenance fleets; and other related infrastructure necessary to provide essential city services?

Projects at the City Services and Safety Center may include, but are not limited to, those intended to:

- Plan, construct, reconstruct, improve, equip, modernize, repair, and renovate, buildings, warehouses, service areas, workshops, parking lots, and garages.
- Replace, repair, and upgrade fixtures and systems to conserve water and save energy.
- Improve, repair, renovate, and install safety and security systems.

The issuance of these bonds will result in a property tax increase sufficient to pay the annual debt service on the bonds, unless the governing body provides for payment from other sources.

A “**YES**” vote shall authorize the City of Glendale governing body to issue and sell \$80,000,000 of general obligation bonds of the City of Glendale to be repaid with secondary property taxes.

A “**NO**” vote shall not authorize the City of Glendale governing body to issue and sell such bonds of the City of Glendale.

BOND APPROVAL, YES
BOND APPROVAL, NO

TAGLINE TEXT FOR QUESTION 3:

Shall Glendale be authorized to issue and sell \$80,000,000 of general obligation bonds to modernize and repair the City Services and Safety Center, which houses the multiple facilities required to maintain and deploy vital equipment including emergency response vehicles; street, park, sanitation, and other community maintenance fleets; and other related infrastructure necessary to provide essential city services?

EXHIBIT "B"

FORM OF REQUEST NOTICE

REQUEST FOR ARGUMENTS FOR AND AGAINST THE AUTHORIZATION OF SALE AND ISSUANCE OF BONDS PAYABLE FROM A SECONDARY (AD VALOREM) PROPERTY TAX BY THE CITY TO BE CONSIDERED BY THE VOTERS OF THE CITY OF GLENDALE, ARIZONA, AT AN ELECTION TO BE HELD ON NOVEMBER 3, 2026.

Pursuant to Resolution No. O26-_____ adopted by the Mayor and Council of the City of Glendale, Arizona, (the "City"), on May 26, 2026 (the "Resolution"), a special bond election will be held on November 3, 2026 (the "Election"). The estimated average annual tax rate for the proposed bond authorization is \$0 per \$100 of net assessed valuation used for secondary property tax purposes. Notice of the Election will be given by mailing an informational pamphlet. Such information is to include arguments for and against the authorization of the issuance of bonds. (The text of the questions to be considered at the Election is included in the Resolution which is available at the Office of the Clerk of the City at 5850 West Glendale Avenue, Suite 455, Glendale, Arizona 85301.) Any person interested in providing any such argument with respect to one or both of the bond propositions is hereby requested to provide the same and sworn statement to the Clerk of the City at the address indicated above before 5:00 p.m., Arizona time on August 7, 2026. Each argument shall not exceed 300 words in length and shall contain the sworn statement of each person sponsoring it. If the argument is sponsored by an organization, it shall contain the sworn statement of two executive officers of the organization or if sponsored by a political committee it shall contain the sworn statement of the committee's chair or treasurer. If the argument is submitted by an individual and not on behalf of an organization, a political committee or any other group, the person shall submit the argument with a sworn, notarized statement. The person or persons signing the argument shall also identify themselves by giving their residence or post office

address and a telephone number, which information shall not appear in the informational pamphlet. If you have any questions about the foregoing, please contact the Clerk of the City at (623) 930-2252, option "1".

/s/ Julie K. Bower

City Clerk, City of Glendale, Arizona

This Request (along with Spanish translation thereof) should be posted at all places at which notices of meetings of the Mayor and Council of the City are posted and published once in the Glendale Star.