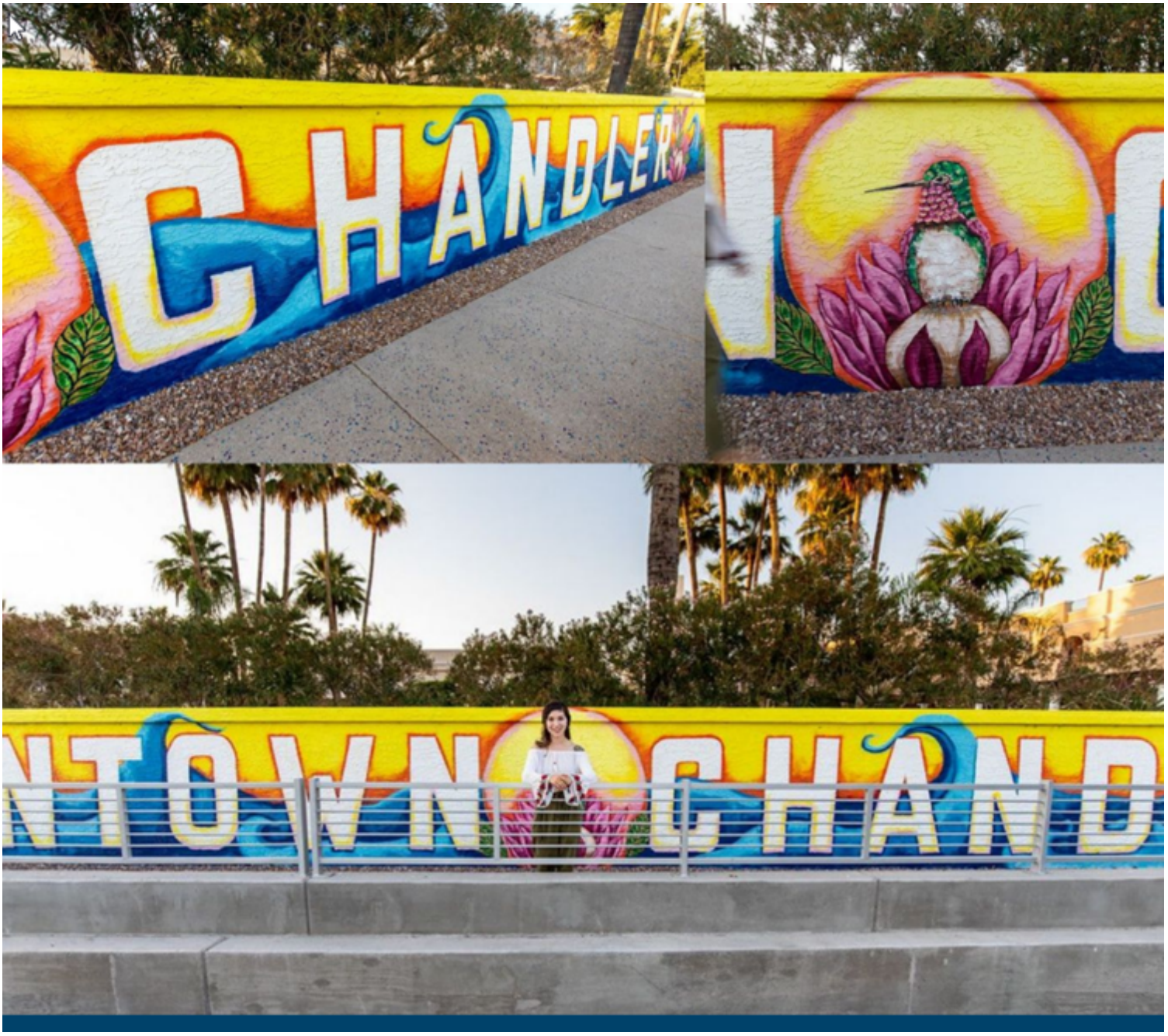


City Council Study Session

Monday, June 7, 2021
6:00 p.m.

Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

From left to right: Councilmember Matt Orlando, Councilmember Rene' Lopez, Vice Mayor Mark Stewart, Mayor Kevin Hartke, Councilmember OD Harris, Councilmember Christine Ellis, Councilmember Terry Roe

Our Vision

We are a world-class City that provides an exceptional quality of life.

Our Brand

A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence.

Our Goals

City Council Strategic Policy Goals

1. Being the most connected City
2. Being a leader in trust and transparency
3. Maintaining fiscal sustainability
4. Attracting a range of private sector businesses
5. Fostering a contemporary culture that embraces unity
6. Being safe and beautiful

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, June 7, 2021, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk's office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request.

Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.

Study Session Agenda

City Council Strategic Framework Focus Areas: Legend

Economic Vitality | Mobility | Quality of Life

Innovation and Technology | Neighborhoods | General Governance

Call to Order

Roll Call

Scheduled Public Appearances

1. Service Recognition

2. Proclamation - Military Mental Health Resilience Month

Consent Agenda

Items listed on the Consent Agenda may be enacted by one motion and one vote. If a discussion is required by members of the governing body, the item will be removed from the Consent Agenda for discussion and determination will be made if the item will be considered separately.

City Clerk

1. **May 2021 City Council Meeting Minutes**

   Move City Council approve the Council Meeting minutes of the Special Meeting - Budget Briefing of April 23, 2021; Special Meeting and Study Session of May 24, 2021; and Special Meeting and Regular Meeting of May 27, 2021.

   Council Focus Area(s):

2. **Board and Commission Appointments**

Move City Council approve the Board and Commission appointments as recommended.

Council Focus Area(s):

City Magistrate

3. **Public Defender Agreements**

Move City Council to approve Public Defender Agreements between the City of Chandler, Chandler Municipal Court and Jared Allen in the amount of $50,000, Manny Jacobo in the amount of $50,000, Alex Gonzalez in the amount of $50,000, Laurie Grogan in the amount of $50,000, Scott Silva in the amount of $50,000, Michael Smith in the amount of $50,000 and Lynn Arouh (part-time) in the amount of $25,000.

Council Focus Area(s):

Development Services

4. **Final Adoption of Ordinance No. 4973 PLH20-0019 Commonwealth Lofts**

Rezoning

Move City Council adopt Ordinance No. 4973 approving PLH20-0019 Commonwealth Lofts, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for townhomes located at 699 E. Commonwealth Avenue, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

Economic Development

5. **Agreement No. ED8-920-3876, Amendment No. 3, for Search Engine Optimization and Pay Per Click Services**

   Staff move that City Council approve Agreement No. ED8-920-3876, Amendment No. 3, with Simpleview, LLC, for search engine optimization and pay per click services, in an amount not to exceed $75,200 for the period of July 1, 2021, through June 30, 2022.

   Council Focus Area(s):

Information Technology

6. **Purchase of IBM Notes Annual Support and Maintenance Services**

   Move City Council approve the purchase of IBM Notes annual support and maintenance services, from SHI International Corporation, utilizing the Omnia Partners Contract No. 2018011-02, in the amount of $93,694, and authorize the City Manager or designee to sign a linking agreement with SHI International Corporation.

   Council Focus Area(s):

7. **Purchase of EAM System Annual Support and Maintenance**

   Move City Council approve the sole source purchase of EAM system annual support and maintenance from CentralSquare Technologies, LLC, in the amount of $92,921 for the term of July 1, 2021, through June 30, 2022.

Council Focus Area(s):

8. **Purchase of Oracle Annual Support and Maintenance**

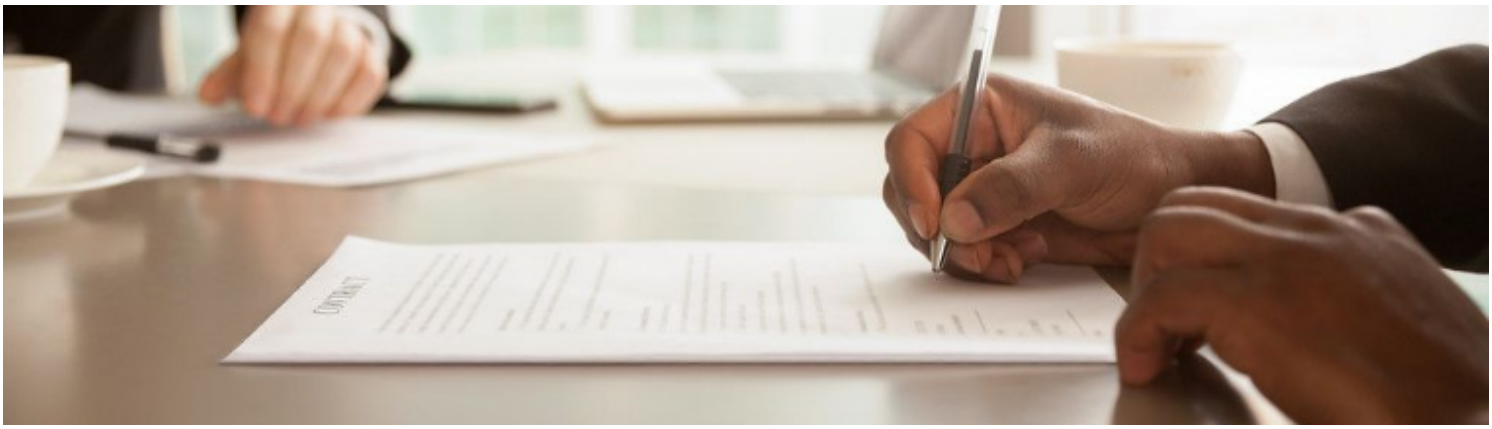
Move City Council approve the purchase of Oracle annual support and maintenance from Mythics, Inc., utilizing Omnia Partners Contract No. 180233-002, in the amount of $300,165, for the term of August 1, 2021 through July 31, 2022, and authorize the City Manager or designee to sign a linking agreement with Mythics, Inc.

Council Focus Area(s):

9. **Agreement No. IT1-918-4343, for Business License Portal Applications Managed Support Services.**

Move City Council approve Agreement No. IT1-918-4343, with Parsus Solutions, LLC, for business license portal applications managed support services, in the amount of $500,000, for the period of June 15, 2021, through June 14, 2022.

Council Focus Area(s):



Management Services

10. **License Series 12, Restaurant Liquor License Application for V&S, LLC, DBA Brooklyn V's Pizza.**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 149186, a Series 12 Restaurant Liquor License, for Jared Michael Repinski, Agent, V&S, LLC, dba Brooklyn V's Pizza, located at 4991 S. Alma School Road, Suite 12, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301001.

Council Focus Area(s):

Neighborhood Resources

11. **Resolution No. 5483 Authorizing the Allocation of Fiscal Year 2021-2022 General Funds**

    Move City Council pass and adopt Resolution No. 5483, authorizing the allocation of Fiscal Year 2021-2022 General Funds in the amount of $1,087,344.23 and American Rescue Plan funds in the amount of $737,955.77 to various non-profit agencies in accordance with the recommendations of the Chandler Housing and Human Services Commission and staff.

    Council Focus Area(s):

Public Works and Utilities

12. **Project Agreement No. WA2108.401, with Professional Piping Systems, LLC, dba WaCo Contracting for the Small Water Valve Replacements 2021**

    Move City Council award Project Agreement No. WA2108.401 to Professional Piping Systems, LLC, dba WaCo Contracting, pursuant to Job Order Contract No. JOC1702.401, for the Small Water Valve Replacements 2021, in an amount not to exceed $909,698.87.

    Council Focus Area(s):

13. **Professional Services Agreement No. ST2112.201, with Premier Engineering Corporation, for the Alleyway Rehab PM10 Dust Emissions Reduction 2 Design Services**

Move City Council award Professional Services Agreement No. ST2112.201 to Premier Engineering Corporation, for the Alleyway Rehab PM10 Dust Emissions Reduction 2 Design Services, in an amount not to exceed $72,376.88.

Council Focus Area(s):

14. **Professional Services Agreement No. WA2107.201, with Arcadis U.S., Inc., for the Hunt Highway Water Production Facility Ground Subsidence Mitigation Design Services**

Move City Council award Professional Services Agreement No. WA2107.201 to Arcadis U.S., Inc., for the Hunt Highway Water Production Facility Ground Subsidence Mitigation Design Services, in an amount not to exceed $115,594.

Council Focus Area(s):

15. **Professional Services Agreement No. WA2108.451 with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Small Water Valve Replacements 2021 Construction Management Services**

Move City Council award Professional Services Agreement No. WA2108.451 to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Small Water Valve Replacements 2021 Construction Management Services, in an amount not to exceed $80,450.

Council Focus Area(s):

Public Hearing

16. **FY 2021-22 Annual Budget and 2022-2031 Capital Improvement Program and Setting of Property Tax Levies**

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Council Focus Area(s):

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.** 21-013

Date:	June 7, 2021
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	May 2021 City Council Meeting Minutes

Proposed Motion:

Move City Council approve the Council Meeting minutes of the Special Meeting - Budget Briefing of April 23, 2021; Special Meeting and Study Session of May 24, 2021; and Special Meeting and Regular Meeting of May 27, 2021.

Attachments

Minutes of the Budget Briefing of April 23, 2021
Minutes of the Special Meeting of May 24, 2021
Minutes of the Study Session of May 24, 2021
Minutes of the Special Meeting of May 27, 2021
Minutes of the Regular Meeting of May 27, 2021

CHANDLER CITY COUNCIL

SPECIAL MEETING – BUDGET BRIEFING MINUTES

Friday, April 23, 2021

MINUTES OF THE SPECIAL MEETING OF THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, held on Friday, April 23, 2021, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

THE MEETING WAS CALLED TO ORDER BY MAYOR KEVIN HARTKE AT 8:15 A.M.

The following members of the Council were present:

Kevin Hartke	Mayor
Mark Stewart	Vice Mayor
Christine Ellis	Councilmember
OD Harris	Councilmember
René Lopez	Councilmember
Matt Orlando	Councilmember
Terry Roe	Councilmember

Also, in attendance:	Joshua H. Wright	Acting City Manager
	Debra Stapleton	Assistant City Manager
	Department Directors	
	Budget Staff	

Opening Remarks – Mayor Kevin Hartke

Mayor Hartke gave brief opening remarks. The Mayor noted this is a fixture of what we do in terms of preparing the budget and at the end of the day we will be one step closer to completing this process. He thanked everyone for joining us and for coming together this morning. He also thanked the Acting City Manager, Directors, and staff for putting time and effort into preparing and presenting their budget items to Council today.

The Mayor shared the following statement: In Chandler we have a careful process of conservative financial planning that has carried the City through the pandemic, the recession and other ups and downs which has served us well. I believe we will continue to carry that process here today. It not only helped us get through the recession but helped us provide vital services to our community. Today we are going to hear various proposals to address needs throughout the City, challenges before us and to discuss the impact to our current operation. Council as you know it is my goal to keep us on target so at the end of the day, we can give a single voice of clear direction to our Acting City Manager.

Introduction – Acting City Manager Joshua H. Wright

Acting City Manager Joshua H. Wright gave introductory remarks.

Mr. Wright opened with; Mayor, Councilmembers, thank you for being here bright and early once again I think this is a record six council meetings in one five-day week. It has been a long week and I tremendously appreciate your time and efforts. He continued with I am pleased to present to you the Fiscal Year (FY) 2021-22 Proposed Budget and 2022-2031 Capital Improvement Program (CIP) for the City of Chandler. This budget is the result of department directors and their respective teams' review and prioritization of services and projects based on Council's Strategic Policy Goals, guidance from the Council Budget Kickoff in December 2020, and subsequent budget workshops. As the impacts of the COVID-19 pandemic incorporated into the current year's budget were fortunately not realized, the Proposed Budget has been adjusted to allow funding of the needed programs that impact our residents daily, but continues to ensure they are delivered in an efficient and responsible way.

He also thanked his staff and executive team for all the extensive contributions made to this budget.

Mr. Wright addressed Mayor and Council, discussing what makes Chandler different as a reminder of how we have been able to weather the COVID-19 pandemic. First, our diversified economy built over many decades, our strong financial position and policies – which Council has always been disciplined in maintaining - our strong reserves, our dedication to managing expenditure growth, our emphasis on well-maintained infrastructure, excellent public safety, and our strong quality of life make us more competitive for high-paying jobs and economic investment in our community.

Mr. Wright continued; all these qualities helped us remain resilient throughout the pandemic, but the crisis taught us where we have work to do. The pandemic revealed vulnerabilities with residents and businesses, which the City was able to help through use of AZCares and other grants, as well as partnerships with local non-profits and the Chamber of Commerce. Additionally, the need to be mobile and offer services in a remote way brought to light technology needs, which I'm pleased to say we are working hard to address. Team Chandler consistently rose to the occasion and served residents and businesses exceptionally well under extreme conditions. During this time, the need to re-examine citywide staffing models and recruitment strategies was brought to light. Many of these staffing needs are long-term in nature and require sustainable solutions that adhere to the City's Financial Policies to ensure all new employees and resources added to Team Chandler are cared for now and into the future.

Mr. Wright introduced the budget theme for FY 2021-22 is "Moving forward together." This budget that is being presented today continues Chandler's tradition of building a budget based on solid fiscal foundations. The proposed budget is the result of Department Directors and their teams reviewing and prioritizing services provided and capital projects planned, based on Council's Strategic Policy Goals, as well as additional guidance from the Council Budget Kickoff in December, and Budget Workshops #1 and #2.

We engage Citizens year around and again when formulating the budget – During the year, numerous opportunities to obtain input were held, and during the budget process, Citizen input was received through a successful Citizen budget survey. The survey reflected overall high scores on "City Government Performance," "Quality of Life," and "Great Return on My Tax Dollars." The Its Budget Input Time social media event was also a success.

We continue to Provide Cost Effective, Quality Services – Department Directors and their staff are always looking at ways of being more efficient while improving services. This Proposed Budget reflects Chandler's continued commitment to listen to our citizens and provide the highest quality services in the most cost-effective manner, while maintaining the City's long-term financial sustainability.

We have built this budget relying on Council's direction of maintaining Long-Term Financial Sustainability - The City maintains a AAA General Obligation Bond rated by all 3 rating agencies, which allows for lower costs to provide the infrastructure and facilities needed by our citizens.

We continue to adhere to the City's Strong Financial Policies established by Mayor and Council which were formalized through a resolution of Council in 2016 and updated in 2017. The Pension Policy, which Council voted on this week, is updated annually, in which you recently made changes to ensure continued focus on this issue.

And finally, this proposed budget is structurally balanced: meaning we only use ongoing revenue for ongoing expenditures and one-time revenue for one-time expenditures.

With that, I am happy to present to you the FY 2021-2022 Proposed Budget, at a total of $1.06 billion, 13.6% more than the current fiscal year. Two of the principal factors driving this increase are the COVID-related budget reductions Council made in the current fiscal year budget that were thankfully not realized, significant grant funding anticipated from the American Rescue Plan Act and other sources, as well as other sources that will be discussed later today.

Mr. Wright stated the Council's Strategic Policy Goals continue to build on the direction of its leaders, and support the Council's vision of being a world-class city that provides an exceptional quality of life, as well the City's brand as a safe, diverse, equitable, and inclusive community that connects people, chooses innovation, and inspires excellence. These policy goals maintain fiscal sustainability and provide great value to our citizens with conservative planning and forward thinking. The budget has incorporated many items that are in line with the Goals of Council as you will see throughout the day in both operating and capital budgets.

Here are some of the highlights: first, this proposed budget embodies the goal of Maintaining Fiscal Sustainability by managing expenditure growth to keep the cost of services low. There is funding to support the goal of Being the Most Connected City through technology improvements and infrastructure, including City-wide technology Infrastructure, updating Wi-Fi access points, continuing to enhance our mobility, and expanding many of the arterial streets in the southeast part of the city and the public transportation networks based on the recently approved Transportation Master Plan.

We continue to be a Leader in Trust and Transparency by providing timely and accurate data and encouraging citizen engagement for a variety of events and activities. The Budget Survey helped us validate that Citizen concerns are being addressed today and as we move forward.

Attracting a Range of Private Sector Businesses is very important for our City and everything we do supports providing the infrastructure, amenities, and safety that businesses are looking for when they are making decisions about where to locate. Included in the proposed budget is funding for Downtown Redevelopment and Economic Development Programs, as well as funding for projects that will help support development in the upcoming years.

Fostering a contemporary culture that embraces unity is also very important to building our community, and you will find requests for funding for popular gatherings like the Jazz festival and CinePark as well as the other events such as the Tumbleweed Tree Lighting and the Multi-Cultural Festival.

The budget includes a host of ongoing and one-time funding for the maintenance of City infrastructure to keep our City Safe and Beautiful. As discussed during the budget kickoff, there is a need to put a higher emphasis on maintenance of our existing infrastructure such as streets, utilities, parks, and facilities, as we move forward and strive to improve the quality of life for our citizens.

Mr. Wright emphasized that formulating the fiscal plan for each year comes with numerous challenges and opportunities and this year was no different. While the initial concerns about revenue losses from the COVID pandemic did not come to fruition, several business categories saw devastating effects as health challenges and social distancing took a toll on their ability to remain open. While the economic indicators seem to be pointing to a fairly quick economic rebound and growth in the coming year, we are still cautious as federal monetary policy could cause inflationary pressures nationwide. Maintaining service levels and improving infrastructure in the most cost-effective way remains vital.

This year included diligent monitoring of legislative bills that could impact our ongoing revenues, as well as focused review of expenditure impacts that are, or potentially could cause higher costs, if not contained. A budget kickoff with Mayor and Council in December 2020 included conversation on items such as PSPRS rates and the related unfunded liability, retirement and other vacancies, aging infrastructure especially with buildings and facilities city-wide and addressing various capital needs under a higher construction cost environment.

Mr. Wright touched on FY 2021-22 operating budget highlights. The proposed FY 2021-22 operating budget is 17.7% higher than the current fiscal year and includes general merits and markets, the vacancy savings rate has been reduced, a number of decision packages are included, continued commitment to PSPRS Unfunded Liability pay-down is included, contingencies and reserves were included, and the Council Amendment reserve was reinstated. The long-term operating forecast manages costs with slow revenue growth.

Some highlights include: A proposed slight reduction in the City Property Tax Rate that will help to minimize the 6.8% increase in limited assessed values.

We are doing all this while maintaining existing service levels. Significant review within Departments to bring forward the highest priorities was accomplished. All of these appear in the budget book. Ultimately this budget includes ongoing decision packages totaling $5.1M and one-time of $7.5M funding, for a total of $10M to General Fund, and $3M to Other Funds.

This includes adding 9.0 positions overall all in the General Fund. Of note, the positions in the Police Department discussed earlier this week are not shown in this total because they are anticipated to be funded from grants for the first several years.

The proposed budget adds funding for employee compensation, including a combination of merit/market and labor association commitments.

The operating budget continues the plan to reduce the City's PSPRS unfunded liability debt, thereby reducing our employer rates sooner and freeing up ongoing revenues in future years. This budget adds an increased amount of $22M in one-time funding towards the pay-down of the PSPRS liability.

Additionally, this budget maintains strong reserves including the 15% General Fund Contingency reserve and the $10M budget stabilization reserve.

Mr. Wright continued with capital and debt management. As we look to Chandler's future and strive to improve the quality of life for our citizens, it is vital that we continue to provide well designed and maintained infrastructure and amenities. The total capital budget for FY 2021-22 is $369M, which is $23.2M or 6.7% more than the prior year. The amount of the overall 10-year plan is increasing 8.9% to $1.27 billion.

This CIP continues Mayor and Council priorities of maintaining existing infrastructure, finishing planned construction of parks and southeast arterial streets, limiting new projects that add operations and maintenance, and addressing public needs. The plan also puts a higher emphasis on maintaining aging utilities, streets, parks, facilities, and technology infrastructure, as well as adding new projects such as Cooper Road Extension, Tumbleweed Expansion/Multi-Generational Facility, and a Police Forensic Facility, to name a few.

Management Services continues to ensure maximum savings through bond refunding opportunities, and we continue to minimize any secondary tax rate increases by maintaining our AAA bond ratings. The 10-year capital plan does not project any increases to the secondary tax rate, although bond sales are anticipated, along with a needed bond election we will be discussing in May.

Mr. Wright closed with; it is the goal of this budget to not only look at next fiscal year but to continue to move us forward toward continued financial stability.

With the continued tradition of transparency, strong financial policies, continued efficiencies, funding of essential services, and maintaining infrastructure, I feel this budget aligns with the direction set by Mayor and Council.

I am pleased to report that we are "moving forward together" in Chandler, even with the large bump in the road we experienced over the last year.

At this time, I would like Dawn Lang, our Management Services Director and Chief Financial Officer to begin the day.

Overview of Budget – Dawn Lang

Management Services Director Dawn Lang thanked Acting City Manager Joshua H. Wright and greeted Mayor and Council, the Directors and Staff, "Good Morning." Ms. Lang stated it has been an interesting year and everyone in this room has put in a lot of time and energy with their staff to bring forward the recommendations today. I would like to thank you Josh for your leadership over the last month and even before. It has been a very smooth transition for all of the staff and we really appreciate that, and of course for Marsha's leadership prior to that. As Josh mentioned, much work and numerous public opportunities for input have gone into the preparation of the Proposed 2021-22 Budget. Today's full day Budget Briefing represents the last scheduled day to openly discuss the recommended operating and capital budget, based on our timeline to ensure adoption by the beginning of our fiscal year, July 1st.

Ms. Lang provided an overview of the budget starting with "Where the Money Comes From." These charts are a simple way of depicting the changes by category from year to year. It helps give an idea of where the biggest impacts are in the proposed budget. As Josh mentioned our total annual revenue and expenditure budget has gone up 13.6% overall. This represents all funds in the City, the general fund is our largest operating fund but we also maintain numerous special revenue funds that represent the grant revenues that we receive that has very specific external restrictions on them. We also maintain numerous capital

project funds again based on the revenue that comes in how we can spend those dollars. We also maintain various enterprise funds that are kept separate from all of that and are self-sustaining based on the user fees they collect for water, wastewater, solid waste, and airport. This is everything together and when you look at the operations across all those funds these are the revenues that support those operations. The first category I will point to is fund balance in maroon. The use of fund balance is very common from year to year in a budget and in the state of Arizona we are required to reappropriate any carry forward revenues. If you have any capital projects that are still in process those revenues are in our fund balance and move forward to continue to support the capital projects that are rebudgeted in the upcoming year. The change in fund balance is a reduction of $9M overall which is pretty even but the more significant change we are seeing is in the orange section which is our grant fund. The grant fund is what includes the anticipated ARPA grant, the American Rescue Plan Act. We have received word that we have set up our system to receive the dollars, but we have not received word on the exact date yet. We do anticipate those dollars soon so in order to actually spend those in the budget we do have to build in the revenue for that. That is included in the grant fund as a contingency.

Councilmember Lopez – Are these funds coming directly from the feds or are they funneling through and we have to wait for other agencies to get those funds. Ms. Lang – Our understanding is they are going to come directly to the City of Chandler.

Ms. Lang continued in the grant fund those ARPA dollars have been included as a contingency so nothing will happen with those until an action comes before Mayor and Council to move the dollars out of that contingency account into how we are authorized to spend. Additionally, in the blue section is our local taxes and license fees and this is our transaction privilege tax that we collect for retail and numerous other categories like restaurants and bars and construction. That area does fluctuate depending on what is going on in the economy. The reason there is a significant increase in that section is the fact that the 2021 budget had some pretty large reductions relating to COVID and as Josh mentioned a couple times luckily those did not come to fruition. So really what we have done is reset the revenue projections based on what is truly happening in our economy so that is $152M overall in the proposed budget. The yellow section is our state shared revenue which the League of Arizona Cities has asked us to start referring to it as VALR (Voter approved local revenue). This is our urban revenue sharing which is our income tax that flows through the state. We also have the state shared sales tax.

Mayor Hartke – What is the rationale behind why this was relabeled other than the name implying the state has a contractual obligation to share the revenue? Ms. Lang – Back in 1972 there was a big debate regarding cities looking to implement their own income tax and instead of doing that there was a negotiation that the state would collect all money and a portion of that would go to the cities. It is not that the State is sharing it out of the goodness of their heart it truly was a contractual obligation that was the cities portion of those dollars. So, I think there was confusion by calling it state shared because it is not theirs to share but truly the municipalities dollars and over time that message has gotten lost. So, we are referring to it as VALR or voter approved local revenue because the voters approved that to be our share of those dollars. Ryan Peters is very familiar with this as this has been a big discussion at the state level. As there has been talk about the tax reduction at the state level in passing with the municipalities and simply reducing the state portion it is a valid argument from the municipalities that it is really our revenue and should not be part of that discussion.

Ms. Lang continued with the yellow section of the chart stating there is not a huge change in that but again that has to do with the reductions we implemented in 2021 for COVID that did not come to fruition and so you see a higher number in 21-22. Our next section is property taxes, although we did see a slight increase

to our assessed values citywide much of that was a result of new property but the portion that was appreciation in property council did make a decision in the 2nd budget workshop to reduce the primary rate slightly to help offset that for median value homeowners. So, the increase in our property tax levy is very very slight it's not very much mainly a result of new property. In the dark green is our system development fees that 100% support our capital projects that relate to growth and then in the gray we have other service charges and receipts. This was the area that was probably impacted the most from the recession from a point of city collected revenue for our services. Many of the services were impacted as some of our facilities had to close and we had to do virtual type events and we are still seeing some of those reductions as we are kind of ramping back up. The 21-22 budget does take a careful approach on those. The next section, the larger portion of user fees are breaking out and called utility charges. The purple section is water, wastewater, solid waste collections that we collect through utility services and work closely with John Knudson in Public Works. And then finally sales of bonds, we typically sell bonds every other year here in the City of Chandler, so you do not see that light green section on 20-21. We did not sell bonds in 20-21 but are selling bonds in 21-22 to support the City's capital infrastructure. So, for the proposed budget for FY 2021-22 we are at $1.058 billion.

Councilmember Orlando – How do we justify what percentage is truly ongoing versus one-time? Ms. Lang – Typically it is more so in the general fund then other funds because in other funds we know if its capital projects and grant funds they are one-time dollars. In the general fund when we look at our VALR and our local revenue local taxes those are our biggest categories that we dig into to determine what is ongoing versus one-time. It has to do with the categories of collections that we receive and one of the larger categories is that tax section category and over the years it has ebbed and flowed depending on the development going on in our community it is going to be a higher number and in a period of slowdown that number comes down. So, what we are looking for in each of those categories, and we do it by category on sales tax collection, is a trend of those changes within those categories. We try to do that average sustainable level where that dip does not fall below and it helps us then set each category of transaction privilege tax at a level that we believe is sustainable that would prevent us from having to do any future layoffs or anything like that. We would be solid for continuing to sustain our current employee base. Councilmember Orlando – So it's been 80% the last few years and it hasn't moved very much so yet were getting a lot more ongoing dollars. We are building that up again and I am trying to figure out what is solid one-time dollars. If the fluctuation is rising, then why are we not adjusting that budget upward for the delta. Ms. Lang – That is an excellent question and it really has to do with that trend analysis what is interesting is our average additional ongoing that we are adding on an annual basis is a little over $7M dollars so it has been going up. We have been capturing that new sustainable growth through our property taxes and transaction privilege taxes, but we are trying very hard not to really capture the areas we know are susceptible to those ups and downs. As we have seen the impact from some of our larger expansions like the 2011 expansion for Intel that recently went online. Some of those unknowns Just take time over the long run so we are often looking at our property tax records to see what adds are happening on an annual basis to determine how much of that is a permanent ongoing increase in that revenue stream. Transaction privilege tax is a little bit more of an assumption in some of those categories.

Ms. Lang continued to the next slide in the presentation to focus on the revenues in just the general fund. As I mentioned this is our largest operating fund in the City of Chandler. This shows at look at what is happening in the revenues for general fund and you will notice the fund balance in maroon $136M in 20-21 versus 21-22 at $113M and the biggest reason for that was the 19-20 to 20-21 we had some large capital projects. We held many of the capital projects in 19-20 and 20-21 for half the year so that balance accumulated let me get a better reason there because in my mind I am thinking our proposed then would be higher. Let me think about that and I will come back to that one. The local taxes and license fees as well

as the VALR section of those revenues again where the reductions we built into 20-21 but the actuals came in higher we are estimated the year to end at a higher level and the projections 21-22 have been reset. And then in yellow the property tax number we talked about that is specific to general fund. The primary portion of our property tax supports the general operations for the general fund and the other portion of that is our secondary and that is tracked in our general obligation debt service fund and is also part of this presentation. And then in the green the other service charges and fees we also talked about is the section that is impacted by COVID. I will turn over the expenditure side of this presentation to Matt.

Budget Manager, Mr. Dunbar greeted Mayor and Council. He stated as Dawn mentioned as we talk about the revenues and Councilmember Orlando pointed out how do we determine ongoing versus one-time and will revenues come in and how we determine expenditures come in. Sometimes we wish we had a crystal ball so as fortune would have it just down the street there is a fortune teller. So, I made a visit to his office the other day and I walked in and just a super friendly, outgoing, huge smile roped me in, and we talked about the budget a little bit. And the one thing I can tell you after that visit is I think we found a happy medium. We may not have found out a lot about revenues and expenditures, but we did find a happy medium.

Mr. Dunbar continued with the next portion of the presentation "Where the Money Goes". Our annual expenditure budget is going up that same 13.6% as we have our ongoing revenues equaling our expenditures. As you look across this tubular chart here you see one of the highest increases there is our operating expenditures. That is in maroon which represents the department operating budgets for all funds Utilities, Police, Fire, Admin, Community Services, etc. Overall, this funding has increased about $25M from the COVID reduced current year. This is a 6.5% increase which is mainly due to the impacts of COVID spending reductions being removed and additional PSPRS funding being appropriated. The next section in gray is our major capital, and shows a slight reduction which we appropriate each year. If you look at our 10-year plan, it has increased so where we are appropriating in the current year as new appropriation is actually lower than the prior year at $113M. You will hear more about the specific projects in the CIP section in just a bit. In the blue that is our major capital carryforward. So as Dawn mentioned state law requires that anytime we do not fully spend on capital projects during the year we have to reappropriate those projects to continue spending in the new year. So, you will notice we did have some delay in our capital projects last year and some of those projects were held and are now kicking off. But because the spending was delayed on some of those, we do have an increase in that capital carryforward section so those projects will continue on into the new year. In yellow is our debt service, our debt service represents the amount we pay from our secondary property tax to pay for our debt on our outstanding general obligation bonds and our excise tax revenue obligation bonds. We have a slight increase there, which is primarily due to the fact that we are selling new bonds in the current year for some of our capital projects. The little sliver of blue is our vehicle equipment and technology replacement not a whole lot of change a slight reduction there. In the current year we have had a lot of replacements that have happened throughout the year using AZcares dollars, so we have a slight reduction there. In that last category is contingencies and reserves there is a significant increase there as Dawn mentioned. We did put all that grant funding, ARPA funding as a contingency so we will come back to Council when we finally determine where those funds are going to go. So, you will see a significant increase in that section.

Mr. Dunbar advanced to the next slide regarding expenditures by general fund only. He stated if you break it down just by general fund you see kind of a similar story, like general fund on the revenue side there wasn't much of an increase it's the same story here on the expenditure side. There is not a whole lot of increase here. Last year $397M compared to this year $402M as we go across the same colors represent the same areas. Department operating, we have the majority of the increase there about $15M. In our major

capital appropriation, is about equal. Our major capital carryforward we show an increase there. It's a smaller increase here because a lot of those projects being carryforward are in our enterprise funds. In our debt service $27M compared to $40M. Our contingency and reserves actually show a decrease from $25M to $48M. All in all, about a $5M increase in our general fund expenditures.

Councilmember Roe – Question about the debt service. I image there is some magic formula that you might have gotten from you medium but is there a percentage we like to stay within as far as trying to keep our debt service below a certain number? That is a pretty big jump to me especially if it becomes ongoing. Mr. Dunbar – There is not a magic number per say but what we do is look at the total debt service required for our outstanding bonds and we plan for those sales. What this does have in there is an additional $10M in payment in the debt service that we're transferring from our impact fee fund. So, our system development and impact fee balances have accumulated over time and typically in the past those balances have not been available to spend, so we have used general obligation bonds to fund those projects, and therefore created an obligation from the SDF and impact fee funds to repay our debt service fund for those costs. So, in this year we have a planned $10M dollar loan repayment that is going to help reduce the impacts to our debt service fund. So $10M of that is a loan repayment from our SDF funds or impact fee back to our debt service fund. Councilmember Roe – So, for the future this might lower a bit. Mr. Dunbar – Correct, it will fluctuate in the future, but we do have about a $10M dollar loan repayment plan for the next four years after this as well. Fortunately, we are able to start repaying back those loans that have been made over the years and use those funds to help make sure we can maintain our secondary property tax rate as low as we can as we are able to use those SDF dollars to help pay back the debt service.

Mayor Hartke – Based on our secondary tax rate, I think it's great that we can continue to pay this down particularly when possible. It helps us when we go to sell bonds, we will have money to stay within our secondary. But is there an average number that with our secondary bonds that we do pay off our debt per year. I realize there is some fluctuation in that but if you take of the $10M the fluctuation is $3M or 10% with this one is that about the number that our secondary bond pays about $30M. Mr. Dunbar – It depends on the year so each year we have bonds that we have sold in the past and that debt service falls off in that year. We also have debt service coming on as we sell bonds. So, this year we have new debt service that is going to be added as we sell bond so that is the $3M dollar gap is about the debt service we are going to be paying on those new bonds that we sell in the current year about mid-way through the year. So, each year you have some bonds that fall off and new bonds that add on as well it really depends on how you structure the bond repayment. We work with our bond council and financial advisors to structure those payments in such a way that we are capitalizing or getting the best rates possible and not extending out our debt longer than need be. So, it's not like your typical mortgage where a set amount for 30 years, some of these debt repayments are 8 years or 10 years and some of them have front loading of repayment which is what that $10M dollars will do. Kind of front load some of those repayments in the first few years of those loans so it really depends on the outstanding obligations you have, what's coming on what's coming off and how those have been restructured through our debt finance plan. Mayor Hartke – What is the capacity of our debt payment based on our secondary tax? I understand what you are saying about coming on coming off but there is still a certain number we still look for that we pay out of our secondary tax. Roughly with fluctuations coming on coming off is that about $30M, $27M what does that number look like. Mr. Dunbar – The total amount that we can pay in debt service is about equal to what we are bringing in the secondary levy. Ms. Lang – The secondary levy for this year 21-22 it is projected at $30,135,000 so we try to keep it at that level and then of course with that state legislation it's a balancing act because we cannot accumulate more than 10% of the prior year's principle and interest. That calculation we can't accumulate more than 10% of that value in our debt service fund. We try to really keep those payments at a level amount through the year.

Councilmember Orlando – Do we plan on buying back any bonds this year, retiring debt? Ms. Lang – We do have a couple bonds both general obligation and excise tax revenue obligations that we are looking at refunding. We were going to do it earlier this year but with the potential of advanced refunding maybe coming back to cities that's being discussed at the federal level we put a pin in it because if that does come back over the next few months the benefit to the City of Chandler could be a little more than $3M dollars. So, we are holding off but there are some really good opportunities you will see this calendar year. Councilmember Orlando – So what I heard between the Mayor's question and this one is we have some room there to be able to do these bonds, is that what I am hearing you say. Ms. Lang – Yes that is correct. Councilmember Orlando – I have another question on revenue, if you go to page 10 where you are showing the transaction privilege taxes you are showing a slight decrease in both the general retail and also the privilege taxes and that is an unusual decrease year over year other than COVID obviously. Normally that has been going up pretty steadily why are we showing a decrease here. Ms. Lang – Are you talking page 10 of the revenue section or resources? Councilmember Orlando – the resources section. Ms. Lang – are you looking at general retail. Councilmember Orlando – Yes. Ms. Lang – Ok let's see we have the adopted 20-21 at $56M and then the estimated year end at $59M and compared to our proposed 21-22 at $66.8M. Councilmember Orlando – yes, I get it you are basing it on the estimated from 20-21, ok I want to clarify this if we look at it from year over year from the adopted 20-21 it is really up. Ms. Lang – it is up significantly; it was really reduced artificially in 20-21 anticipating we would see a hit due to the pandemic. Councilmember Orlando – Got it, I assumed that is what you were doing I just wanted to make sure. That goes the same for the use tax. Ms. Lang – That is exactly the same situation.

Mr. Dunbar advanced to the next slide in the presentation Impact of Tax Rate Reduction on Median Value Homeowner. He pointed out that the assessed values in Chandler increased 6.8% with 3.7% from new property and 3.1% in appreciation that was recognized in the last calendar year. The full cash value is identified in the center column in maroon for 2022 calendar year. For the limited property value, we do have a limit on how fast these can grow, state statue sets that at 5%. So, $213,392 is our limited property value for the median home in Chandler. The assessed limited cash value is what we assess the tax on so 10% of that value. And when you take the slight reduction in primary tax $0.2426 of $100 assessed value you get $51.77 tax bill and the secondary rate at $0.87 per $100 is $185.65. So, the median homeowner in Chandler in CY 2022 will see a property tax bill of about $237.42 which is a $9.78 increase or $0.82 a month. What that represents is that appreciation as well as new property coming into the City. The primary tax we use for general purposes throughout the City and the secondary pays the debt service on our obligations.

Ms. Lang went back to the Total Annual Revenue Budget General Fund slide to better explain the fund balance and why it was larger in 20-21 versus 21-22. So, if we have general fund balance sitting in our reserve that is not part of the in fall of revenues that come in from VALR, local taxes and everything else we end the year with revenues higher than expenses that balance grows. In any given year we have a set amount of operating expenditures and capital expenditures in the general fund. In 20-21 because we did large reductions of revenues to support our expenditures, as well as the appropriation to support those we were using more fund balance as kind of the delta in 20-21 to continue our operations. Many of those one-time projects, one-time items we did only a small portion of them and were truly ongoing reductions, so we had a higher amount of balance locked in to support all the expenditures in general fund. In FY 21-22 our revenues are up so we set that at a higher level based on what is actually happening in our economy and a smaller portion of general fund balance is being dedicated to the budget to spend. The money is sitting in general fund, but we are only anticipating using $113M of that balance dedicated to the expenditures that we have proposed.

Ms. Lang advanced the presentation and provided an overview of the General Fund 5-Year ongoing forecast and fund balance projections starting with the revenue and expenditure assumptions slide. A big part of moving through and preparing for a new budget year is making sure that we have a plan in place. Of course what gets adopted is the first year of that plan but we do a 5-year outlook in our general fund operations and in doing so like we talked about general fund ongoing is set at 84% and one-time at 16% overall revenues. Our expenditures, a larger portion of the expenditures in FY2021-22 is personnel as it always is but usually about 75 or 76% of our total operating expenses. The estimate includes budgeted positions for the City of Chandler so even though we have the highest number of vacancies all of those are locked in to be filled and paying the wages and benefits of all those positions. The estimated is in our forecast, the benefits that relate to all of those retirement, health care, workers compensation are all being impacted over the next 5 years. This personnel budget also adds 9 net new general fund positions that are detailed on the next slide and of course you will hear from all the directors today about those new adds to our proposed budget. Our operations and maintenance budget is where many of the decision packages, outside of personnel, operations and maintenance related costs are built in to. On average we have been adding in ongoing department requests typically not over $2M but this year we added about $3.8M because of the prior year's pulling back and not being able to fund many of the needs that departments had. So, we are seeing those kind of needs and you will hear much about that today as we try to make sure we, at a minimum, maintain our services and continue to provide for our residents and businesses. Another important factor in our forecasting is the capital improvement program and the related operations and maintenance. We've had this built into our financial policy for a long time, but we do not build something unless we know we can pay the ongoing for that facility or added capital. That plan is in place in our capital program we look at 10-years and we built in 5-years of that additional operations and maintenance in our forecast.

Ms. Lang moved on to the changes in city staffing levels slide. Elaborating a little more now on our personnel, for our staffing levels for general fund we have a total proposed positions of 1390.729 they are full-time equivalent which is a combination of all our part-time and full-time and it does reflect 10 position increases in our general fund. In our other funds we have 312 positions which include public housing which are funded by CDBG and some of those federal dollars, and we also have our enterprise fund positions water, wastewater, solid waste, and airport that are part of those numbers and that actually went down there was a position in our neighborhood resources area that shifted to the general fund. The net new additions are those 9 positions detailed on the slide that you will hear about today. This year is the highest net new positions we have added in quite some time.

Ms. Lang continued to the next slide 5-year general fund ongoing forecast revenues vs expenditures. This is a depiction of our forecast in a line graph that shows our ongoing revenues versus ongoing expenditures. In our forecast we do not anticipate and build in personnel merits or market increases in the out years unless we already know a contract is in place and approved. We don't want to get ahead of our Mayor and Council so we do have the increases in the proposed budget for wages and benefits for all employees in the City including those relating to the memorandum of understanding with our public safety sworn. General employees also have merit and market built in and just a reminder in 20-21 fiscal year budget there were no markets built in for the general employees just a reduced amount for merits. This year we do have that full compliment, but after FY 21-22 we did not assume additional increases in the forecast. So that is something that will be part of future budget discussions.

Ms. Lang advanced to the next slide proposed 5-year one-time general fund balance projections. This is the accumulation of revenues over many many years in the city of Chandler that we hold for one-time purposes. We invest these dollars, so they do earn interest, but they typically fund capital and one-time needs in our

operations. Of course, the money is in our fund balance but only a portion of it is appropriated from year to year for spending, so you will notice at the end of FY19-20 we ended the year at about $212M. At the end of FY20-21 we are estimating to have about $190M in general fund and then if we were to spend every dollar appropriated for capital, for all the one-time needs, the PSPRS overpayment and all that was included in our proposed budget, the balance would then come down to $130M and then so on as we look at all the estimated costs that are built into our capital and PSPRS paydown plans in the next 5 years. It ends at $95M in FY25-26 in our projections and our financial policy does require that we hold 4 months' worth of operating revenue in the fund balance and that equates to $86.3M so we are within that level by year 5 and that is one of our measures when we are looking at during our projections.

Mr. Dunbar presented the next slide proposed 5-year enterprise funds fund balance projections. We also look at our enterprise funds when we are looking at fund balance projections for those. We have indicated those on this slide each in a separate column water, wastewater, reclaimed and solid waste. Under each depiction of what fund balance will do over the next 5-years is included if there is a rate plan increase that we are anticipating in our forecasting models so you will see each of those in the years that those are anticipated. There is a potential rate plan increase planned for fiscal year 21-22 so that information will come back to council throughout this year as we finalize the cost of service study with an outside vendor and evaluate the financial plan. Each of these funds does maintain their current percentages for operating reserves for water, wastewater and reclaimed they have a 20% operating reserve that is required. For solid waste, we increased that operating reserve last year from 10% to 15% and that is maintained as well in that fund. Each fund focuses on maintaining aging infrastructure and using operating revenues to fund water and wastewater facilities, water planning, conservation efforts as well as our increased hauling contract and nationwide recycling impacts that we have talked about with Council recently. On our water and wastewater side, this forecast does include the Intel estimated impact for the plant that they just finalized and are getting online. Reclaimed does include advanced treatment that is planned in the later years and how that will affect the fund balance.

Vice Mayor Stewart – On the previous slide are those percentages down below FY 21-22, 25-26 are those rate increases that are planned. Mr. Dunbar – yes those are the planned rate increase in every other year in this current financial plan. We are working with an outside vendor on a cost of service study so those may change slightly depending on the results of that study but all that information will come back to council the full cost of service study as well as the planned rate increases. Vice Mayor Stewart – So we are looking at a 23% increase in reclaimed water, 24 in wastewater, 8 ½ on water that's not that bad over that 4 years and then solid waste does that include recycling. Mr. Dunbar – yes. Vice Mayor Stewart – That is pretty significant for the average household does that also include businesses do they see those same increases. Mr. Dunbar – that includes all users of these water, wastewater, reclaimed and solid waste funds. Vice Mayor Stewart – is that a result of what you see as operating expense for let's say the water treatment plant for wages, chemicals, inflationary pressures those kinds of things? Mr. Dunbar – That is correct, it includes all of those as well as all the capital improvements that are needed over time for all of these facilities. If you remember last year we talked about the did some evaluations of their facilities and they found they had some significant capital needs to improve the infrastructure there and we incorporated that into the capital plan and so this incorporates the needed revenue requirement to meet those obligations to keep those facilities operating. Vice Mayor Stewart – It is just significant for the average family if you are talking about $100, across the board it is about $250 a month for the average family kicking it up by 20% over the next 2-3 years is there any relief that you see in sight for that or is that pretty much going to be it. Joshua Wright – As Mr. Dunbar mentioned we are going to be coming back to you in the fall with this after that cost of service study is completed and will help reveal a little more of the detail you are looking for about where those costs are being driven but one thing we have to be cognize of when sifting through our budget, is

Chandler went through some major growth in the 1980 and 90s and that affects our infrastructure and the age of it now. That is what you are seeing those major items come up for renewal or major investment because we are at that 20 to 30-year mark from parks, streets, and facilities. Water and wastewater facilities are no different so that what's driving a lot of the timing of this.

Mayor Hartke – I know we are going to see a little later the comparison of the rates with other cities. I don't want to go forward on that, but I did have a question. Matt I thought you said that this took into account particularly the water, wastewater the new Intel plant coming online obviously we project out 25-26 we have 2 new fabs that are not online yet is this so is there an estimate based upon the projected growth of which I realize we never quite know when things are going to happen so it's difficult to plan that but just to give homage to the fact of additional water and wastewater being handled by the potential or planned Intel plants coming online. Ms. Lang – I should have gone with Matt to the medium and John Knudson would attest that trying to project the impacts of Intel is one our largest challenges when it comes to our enterprise funds. What these estimates that we incorporated represent is the impact of them building their own wastewater treatment facility and being able to treat the water and reuse some of that water a couple times, it's not only impacting the consumption in the water fund and reduction of those revenues but it is also impacting the wastewater that they are bringing back into our system, it is reducing the revenue and the impact on our system. So that revenue reduction is certainly going to impact our plan into the future and going to take that back down. When it comes to the impact of the $20 billion dollar expansion that they announced none of those changes are incorporated yet. This is getting their most recent fab online and trying to estimate the impact of them bringing the wastewater plant online as well to our city revenues and capacity. Mayor Hartke – I do understand really the relevant line here is the maroon with is this year, because that as we learn more that will impact the outgoing. Ms. Lang – the other thing to mention here is, Vice Mayor Stewart I completely understand your thought process on this, because none of us like to deal with rate increases. In our wastewater, water, reclaimed water and solid waste because they are self-supporting when we do an adjustment like we had to do with the Intel impacts, there is an impact to this on top of that your aging infrastructure in the maroon has increased over the years so really big driving factor here is additional debt service relating to the capital costs and when you are dealing with water and wastewater capital in this are there is nothing cheap about it, even the filters are millions of dollars when it comes to replacing filters. So it is a very expensive endeavor but we have done such a good job over the years of keeping our costs low and you will see a chart here that we are the lowest and when you look at our water wastewater solid waste all of these rates combined compared to other cities we are the lowest in the valley, so we are to the point now that we are seeing some increases and while it is difficult, it certainly it will be a big discussion we will have with all of you in the coming months.

Councilmember Roe – When was the last time we did an overall system review for allocation percentages for industries, citizens, and residents? Ms. Lang, we do it every 4 to 5 years, the last full review was done in 2016 cost of service study and we implemented the rates and the shifts between customer classes in the 2017-18 rate changes. We are in the process of updating that plan again and these are the overall revenues increases to fund the water, wastewater and other funds. Within the water category, you have residential meters, multi-families, industrial and non-residential, and each of those categories has unique demand on our system which is currently being reviewed. This will allow us to figure out what part of the increase each category will have to fund as it could result in no change in one category and in another category it could result in an increase. What this does is help realign costs across many categories, and is something that we have in our financial policy so that we take that deeper dive look to ensure equitability about every 4 to 5 years. Councilmember Orlando – I just walked in on the tail end of that so I apologize but would the Intel potential doing its own wastewater would that mean industry in general would pick up the delta or we have not gotten that far yet. In other words that category for industry would stay industry, right. Ms. Lang – it

would be the category in general it isn't specific to one customer. Councilmember Orlando -Right, I guess I am looking at where we maybe could one industry was industrious and not saving in one area and how does that impact other people, our residents, and other industries. I guess I will be looking forward to that. Ms. Lang – We will definitely bring back more information on this, we are probably ¾ through our cost of service study right now and that is part of the discussions we are having with staff and with our consultant to really figure out what those impacts are when a large industrial user changes, and how that's impacting other categories in our cost of service study, so more to come.

Mr. Dunbar resumed the presentation with the next slide average annual residential cost comparison for direct services. The City of Tempe does an annual study to review the total cost of services in each municipality throughout Maricopa county. They look at property tax, the sales tax rate, and water, wastewater, and solid waste services and try to evaluate what an average residential customer would pay in that municipality to see how these different municipalities compare. So, as you see Chandler here is $1,798 which is the annual estimated cost for our residents for a home in Chandler for those services. The average throughout the valley is $2,137 and so we are significantly below that average. We are very close to the town next door to us Gilbert. When you take into account just the actual water, wastewater and solid waste rates we are the lowest associated costs at $66 for a 5/8-inch meter at about 10,000 gallons single family residential rate. So as of the last report they did which came out in July 2020, and we will get another report in July this year, our total utility cost in the City of Chandler are the lowest in the Valley. We anticipate that will remain the unchanged as we know our town neighbors to the east have a major water plant that they are putting into their capital plan that is definitely going to affect their rates as they have that new major infrastructure component that will be required for them.

Capital Improvement Projects (CIP) – Matt Dunbar

Budget Manager, Matt Dunbar presented a general overview of the City Capital Improvement Program (CIP) process, CIP history, CIP highlights, general voter bond authorization, and a breakdown of the Proposed FY 2021-22 CIP appropriation of $368.8M. As we go throughout the day you will hear about each of the capital improvement projects in each of the different departments for the next 3 years. Our overall capital plan is developed by our CIP Coordination team through a collaborative and flexible process so we met together this year and fortunately we had a jumpstart this year as we had been gathering information and data to prepare for the citizen bond election committee for that process. In the middle of it we were able to meet back with the CIP coordination team and talk about what capital needs we have in different areas throughout the city. Of course, we always follow the guidance we received from Mayor and Council. If you look at the history of our 10 year CIP in Chandler we see a decrease for 3 years and then an increase as we have added some of those needed utility, buildings and facilities and other infrastructure needs over the last couple years. This year we have an increase from about $1.2 billion to $1.27 billion approximately. 75% of this increase or $77M is mainly due to a higher emphasis on maintaining aging infrastructure specifically buildings and facilities and Fiber network improvements. The highlights include a continued emphasis on maintaining aging infrastructure, we included major water and wastewater maintenance, adds technology and communication updates and enhancements, and the new requested projects listed on the highlights slide. The next slide shows the remaining bond authorization by type of voter approved debt, we do have anticipated new bond authorization in that bond election which you will all be discussing next month. The citizen bond committee recommended 5 new categories of additional authorization needed in parks and rec, buildings and facilities, streets, and public safety. Our total authorization should that bond election be called by Mayor and council and pass, is identified on the slide and in the far right column is the anticipated bond sales in fiscal year 21-22 and the categories in which those bond sales reside. The majority of them being in streets on the general obligation side and then underneath that in revenue obligation would be water and wastewater debt. The CIP that we actually appropriate is only for fiscal year 2021-22 and is a total

of $368.8M that breaks down to $113M of new funding, $255.5M in capital carryforward and a small contingency reserve of about $250,000.

Mr. Dunbar - We will now move into the Departments operating and CIP budget discussions. Directors and Managers will discuss their top 5 FY 2020-21 accomplishments. They will discuss the size of their operating budget, employee count, and how the Department is funded, and discuss their essential Decision Package recommendations and CIP projects planned in the next 3 years. We do want to note that the page numbers for the CIP book are included, as well as a map showing the physical location if applicable. Any project marked with an "*" indicates that the project includes funding in FY 2021-22. We also included the funding source(s) for the projects (Bonds, Impact Fees, Grants, etc.).

Department Presentations then began.

Communications & Public Affairs (CAPA) – Matt Burdick

Communications & Public Affairs Director, Matt Burdick, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision packages for the Communication & Public Affairs division.

No questions or comments.

City Clerk – Dana Delong

City Clerk, Dana Delong, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision package for the City Clerk Department.

Councilmember Orlando – What is the turn time on the government side for passports? Dana Delong – It is slow taking 10 to 12 weeks for them to complete it. The expedited service is 6 to 8 weeks. And what we are finding is people hear that 10 to 12, they are asking for expedited so that is going to back it up even further. Most of the facilities in Arizona are appointment only and it is hard to get an appointment. Councilmember Orlando – Do you envision doing walk-ins eventually? Dana Delong – That is a sticking point, I believe if we open it up to walk-ins we are going to be flooded and I don't have the staffing to do that so I am nervous about that but would love to. One of the things to keep in mind is out of the passport applications we process only 38% are Chandler residents and the rest are residents from other places. Councilmember Orlando – They are giving us the revenue, right. Dana Delong – We are getting the revenue, right.

Vice Mayor Stewart – Passport is a great service the City of Chandler provides. Would there be any way we can finance help for a short period of time? Is there a way you can come back to us with a request from a labor perspective so we can open that back up and provide full services again, safely of course? The community loves what your department does, and you have a great staff. I would love to turn that feature back on if we could. Dana Delong – I would love to be able to grow this program and I do know how I can do it, but it does require staffing. One of things I have been trying to figure out for the last 4 years is how to be able to add staff to be able to meet this demand. One of the requirements of the state department is only permanent employees can be passport agents so that is where I run into a problem. I can either hire temporary staff to do all my other higher-level clerk work and have my permanent staff become passport agents, or I have to hire more permanent staff. Vice Mayor Stewart – maybe you and Josh can work together to find a couple bodies to get that going.

Mayor Hartke – I have noticed from previous years to this year these are rough numbers and are not fully accurate. We have gone from about 50 a day when we were taking open passports to about a 1/3 of that

today. So, I am hoping in the process we either figure out how to add more appointments to elevate that 4,000 level to take on some more passports. I do realize that a lot of folks were unable to get passports in the last year and now they are trying to get passports and it's difficult if they call anywhere and find a 3 to 6 month delay to even get an appointment for a passport and then as you mentioned starts another 3 to 4 months. It does seem like there is a pent-up need. I do appreciate it and it doesn't sustain itself from the fees we get to pay for people, but it is an important service that we are able to offer our community and beyond. Dana Delong – We do plan on opening up double of what we do today. We did open up slowly but now that the restrictions are being lifted, we are going to get back to that 50 a day. Vice Mayor Stewart – Is that something you are starting today? Dana Delong – In the next month.

Councilmember Roe – Love the work that you do in fact our staff is awesome, but you are pretty innovative and so love that. Right now, when people make appointments that fills up and people call and get online and its booked. Is there any thought about maybe filtering out additional time openings or something like that? So, each week maybe there's an extra few where people can see an opportunity to pencil in. you probably already do. Dana Delong – Yes what we do each day is look at the appointments to see. When one person gets a passport, it takes a lot less time than when a family of 4 or 5, so we look at them to see who's coming in and then we open up appointments that day. We tell people when they call in check in everyday because we open up 4 to 6 appointments that day depending on staffing and who is coming in to fill their applications that day.

Councilmember Lopez – I also want to reiterate on passports it was very efficient we were one of the fastest and most attended and kudos to you for coming back online so soon. Great job on the agenda as we continue to learn more and experience eAgenda it has come along really well. So again, kudos to you and your staff and all those involved. I know it touches everybody now and it seems to be saving people a lot of time which is great to hear.

Acting City Magistrate – Alicia M. Skupin

Acting Presiding City Magistrate, Alicia M. Skupin, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision packages for the City Magistrate Department.

Councilmember Lopez – is the enhanced mental health court FTE in the court room or are they on the streets with police and neighborhood resources or both. How do you see that role are they going to be directly interacting with those individuals on the streets or is it only as a court liaison? Alicia Skupin – this position is strictly to support courtroom staff. The decision package requested by Neighborhood Recourses has additional staffing needs that will be addressing those issues with the contact on the street in the neighborhoods. However, for this position it is to fulfil the courtroom needs to assist the customers that come in.

Councilmember Ellis – What an amazing presentation thank you so much Judge Skupin. I have to commend you for having risen up to the occasion. Not only could the occasion have gone sideways but you are right on target. I appreciate your compassion for looking at all the direction you could have gone with this, but you keep it going in a direction that Chandler can be proud of. I thank you very much, everything that you have requested you sat down and discussed with me. I saw the needs and I saw where you wanted to go it and why. Behind it all you always thought of the people of Chandler and for that I commend you. I thank you again because you did a lot here in Chandler and we are proud to have you as a Judge here in Chandler.

Councilmember Harris – I just wanted to add to the fact this is built to getting the courts back open and moving the courts forward. Even looking at the obstacles we were facing without having that WI-FI, I think

it is so critical because even our court population can come in and look on their device. Those are important steps in trying to get the classes and things of that nature and they need to go back to school they can do that right online and sit by the courts and access it. I just think good job and way to bounce back. You have been in that role for just a short period time but I really commend you as Councilmember Ellis has just stated, the work you have done has been great and keep doing the work over there.

Councilmember Orlando – Did you take a physical security audit? Is that something you need additional dollars for facility upgrades? I am trying to figure out what you did here and what are the next steps. Alicia Skupin – We completed an assessment it was sort of last minute that we had to and because we wanted to be compliant with the Supreme Court of Arizona and that required some other court departments to help us out with that and they did and came in in a pinch. That did not result in anything that we had to spend money on, it was just a true assessment of this is what we need to do. We need to have fire extinguishers here and this door closed and locked here, it just made us aware of our situation and we made some adjustments. In that assessment the end result was that we were able to apply for a grant for security funds through the CARES act and Supreme Court that we will hopefully be granted and use for our courtroom doors and be more secure for staff in that level. We won't know until the end of the fiscal year if we get that or not. Councilmember Orlando – Hopefully, you get the grant but if you don't is there a backup plan, are you working with the City Manager or the Budget staff? This is a grant where its money from the State that if we get it great but if we don't, we are not in a bad position. If we get it, we are just better off. Councilmember Orlando – We just want to make sure you are safe.

Law – Kelly Schwab

City Attorney, Kelly Schwab, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision packages for the Law Department.

No questions or comments.

Management Services – Dawn Lang

Management Service Director, Dawn Lang, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision packages for the Management Services Department and Non-Departmental.

Vice Mayor Stewart – Are you saying the money that we keep with the bank, we keep quite a bit of money with them, right? Dawn Lang – This is our operating account, so it doesn't actually hold a lot of money. These are the services our departments use for utility service lock box, bank deposits, etc. Vice Mayor Stewart – Is this a new charge or is this something that is ongoing year after year. Dawn Lang – It is ongoing year after year. I think what you may be thinking of is we also have the money that we invest. We try to keep little money in this account as it is more of our operating fund that money flows in and out of. The money that shifts over to PFM or Wells Capital are two investment consultants that help the City invest our other funds, and that is where we make the interest earnings that help fund the general fund. On average we bring in anywhere between $2 to $3 million in interest earnings under this current rate environment. Vice Mayor Stewart – With the same bank? Dawn Lang – No. Vice Mayor Stewart – We are not holding money with them, so they are charging us fees for the operations.

Mayor Hartke - I know impact fees use to be a pretty lengthy process as multi housing and other groups came in, that certainly has become far less as we have reached built out. Dawn Lang – That is correct they are still involved, and we send them information on an annual basis, but it is much more of a routine type update that has not been very controversial over the last two updates.

Councilmember Harris – Have we looked into Costco because I know they have better or reduced rates on things because they are dealing more in bulk, have we looked at utilizing that as a membership for the City? Dawn Lang – I know we do utilize Costco but not sure how the membership is managed but that is something I can look into and get back to you on. That is a good question, but I don't have the answer for you. I know we do purchase from Costco and we do shop for best prices, but I don't know about the membership. Let me find out.

Councilmember Lopez – I cannot find the citywide subscription membership decision package request in the budget book. The one that I found is a different dollar amount. Dawn Lang – In the budget highlights it is actually combined with another subscription that includes a recruitment subscription that our HR Director, Rae Lynn Nielsen, will be discussing. It is a slightly bigger dollar amount, but it is listed under non-departmental.

Development Services – Derek Horn

Development Services Director, Derek Horn, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision packages for the Development Services Department.

Councilmember Orlando – if you go to page 60 in the budget highlights book it shows here there were revisions to the requests, but it looks like they were fully funded. Is there another column here that shows the original request? Matt Dunbar – this indicates that there were some alterations for example on the fiber project where they have 1 FTE position the initial request was for 2 FTEs but they are going to be using one-time dollars to supplement with outside staffing as they get the project rolling. So that one was identified as revised because it came in as 2 FTEs. Some of the others that were revised, the ARCGIS service enhancement there was a reduction in that for additional training that is going to be handled internally through their department so that was removed and just the training for the new ARCGIS software training was allowed to go through the decision package process so that was a revision. The plan review and inspection contract services initially was for $125,000 but through discussion it was determined that $100,000 would be enough to provide them with the services they needed so that was the revision on that one. Councilmember Orlando – So, the column with the original request is not here? Matt Dunbar – This chart shows the actual original request but if you go with what is actually adopted that is on page 52. The one chart you are looking at shows as submitted and the similar chart that starts on page 47 has what was approved through the decision package process verses page 60 which shows what was originally requested.

Vice Mayor Stewart – I want to thank you; your department tends to have a culture of trying to find a way to work around the questions the development community have. I just want to share my thanks, that is not always the case with some cities. Your department saying maybe instead of no first is welcomed. As it relates to the fiber optic project I know there is some discussion at the federal level for if there is money coming for this expansion will we look at repurposing those dollars if we are getting federal dollars for those CIP programs. Dawn Lang – That is correct, these would be freed up in other words we would replace them with ARPA funds, and they would go back into our general fund for other uses.

Councilmember Roe – Love the work you do, and your folks is great. Dan Cook when he was in this area, he was the find the money guy looking for grants, I assume we are still doing those things. Trying to find grants and I see some of that, I am wondering about studies and or stuff that is really outside the regular normal business and when I look at your traffic management center, I see a room that is much like that to manage our self-guiding vehicles to move people. How do we get money for something like that? Derek Horn – Well we would ask you for the money for that. We would need to determine what we would need to do, develop the costs, program ideas, and then come back to you for the funding. Councilmember Roe

– I am thinking about grants, federal grants, or something like that. Is there promotions or advertisements for stuff that is experimental and can we participate in it. Derek Horn – We will look into that we have been getting grants occasional for experimental things like enhance traffic signals that came from a grant from MAG and we have other grants too. So, we will look into that.

Mayor Hartke – I do know with prop 400 extension coming up there has been a significant push to make sure that there is a top component of the future of transportation of which was recently a survey that was penned as a high priority from the community so I think that might get in there. I know we and our community has been promoting and pushing for that. I think if dollars were to come from that extension of prop 400 that Chandler seems to be ready to appropriate funds and are shovel ready in the area we are investing money and have open doors making us a prime candidate for those dollars.

Councilmember Lopez – Can you continue to keep an eye on the fiber for those future technology needs. So if another major investment has to be made in order to keep fiber up to date that maybe we look at some easily transitional technology to whatever it may be at that point 7G, 10G, whatever so we have that flexibility built into the system. so, we are not continually having to invest in infrastructure that is going to have to be continually invested in. I wanted to throw that out there for the future of technology and I will probably mention something similar for Sandip when he come up and talks about IT stuff. Derek Horn – We will also be looking for those opportunities as they come up.

Mayor Hartke – two weeks ago I met with one of our most prominent business leaders in the community and property owner and he just really respects you and what you brought to your department. We call your department Development Services but what he has seen and appreciated is customer service with Development Services. This person has been critical in the past of others, but he emotes and gushes when he talks about you specifically and what you have brought to the department. I just want to thank you, I know sometimes a department of engineers are all about the business, but you really have done a great job in terms of making sure that those who are familiar with working with the city get their questions answered and those who are not familiar with how to work with the city with the pre-tech and other things have the opportunity for a good experience. That is very important with our brand and image, so I want to thank you for being a leader in those initiatives.

City Manager – Steven Turner

Assistant to the City Manager, Steven Turner, presented the FY 2021-22 Accomplishments, FY 2021-22 Budget, and decision packages for the City Manager's Office.

No questions or comments.

Human Resources – Rae Lynn Nielsen

Human Resources Director, Rae Lynn Nielsen presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision packages for Human Resources.

Councilmember Orlando – When do you plan on starting this classification and compensation study and when do you plan on it being completed by? Rae Lynn Nielsen – We would go out for RFP immediately in July if this decision package is approved. I anticipate that the study could take upwards of 6 to 8 months. We have over 400 classifications and we are creative in our staffing so it will take a bit for this vendor to work through that in coordination with our staff. We would then come back with any budget recommendations to be implemented in the next fiscal year.

Councilmember Roe – How do you come up with innovative ideas on compensation? Do you go to conventions every year and see what the greatest newest thing is? The police department is asking for some expanded workout facilities and I wonder why we aren't offering a membership to Tumbleweed at no cost to our public safety. That's the type of thing how do we come up with those things? Rae Lynn Nielsen – That is a good question and sometimes when you talk about compensation it focuses really on what is the dollar amount I am going to take home as my hourly amount. We do have to be much more creative and look at other benefits that we can offer. How we do that is look at other cities, not just in Arizona, but across the nation. We look at our private sector employers and what they are providing, read publications, and we do surveys with our employees to see what they are interested in. To your point about Tumbleweed we now offer a $10 a month membership to all City employees which is a significant discount. So we can try to listen and be creative but you are correct in that with this study one of the elements will be to discuss best practices and what they have seen across their book of business to provide us with additional ideas. Councilmember Roe – Healthcare is a huge issue always is and you deal with it all the time. Do we ever consider actually compensating folks for not using their services? Rae Lynn Nielsen – that would be difficult to do because the rating and how we come to our premiums with our health insurance program is really because it is a pooled program. We still have a no cost premium the white plan it is a high deductible plan that is offered. They are really just paying for the services they are provided additionally we have our wellness incentive that helps offset some of those costs that I would like to see us expand that in the future. We just were not able to do certain things that we wanted to do based on COVID this year and some programs that would have been on sight to roll out that hopefully will be accomplishments next year.

Economic Development – Micah Miranda

Economic Development Director, Micah Miranda, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for Economic Development and Tourism.

Councilmember Roe – The science event that you do every year, I guess got rained out at least once and had some issues due to COVID but I am glad to see that will be getting back on track. I hope there is an opportunity in the future to work with our arts folks and maybe the Chamber to provide adult programming that is not only amusing but educational. I think about a program that is a pod cast like "How I built" by Guy Raz who is the narrator for that and he has guests on. Any one of those businesses that he interviews would be worth some of our business community to see, I don't know how we can sponsor something like that or even have him come and do a show here, it is grown up stuff but it's exciting. Micah Miranda – I appreciate that feedback. It must have been in 2019 we had our first partnership with the Chandler Symphony to come and play for a technology related music for Star Wars and Star Trek and it was very well received. We are really trying to broaden the audience base of that event and this year we are working very closely with Chandler Unified to incorporate their science fair into ours so we are really going to have a full out year in 2022 as those two programs come together. Councilmember Roe – maybe a little black box theater something kind of edgy to keep in mind.

Councilmember Harris – I am looking at the $250,000 for the one-time funding for the Entrepreneurial & Small Business-related services, are we going to put all that money into one incubator program. Is that isolating all the other entrepreneurial businesses out there because not every entrepreneur needs an incubator program, they may have other needs. Within your budget are you addressing that, or are we solely looking at incubator movement versus the remaining population of entrepreneurs that may not need services with an incubator. Micah Miranda – The innovations incubator has been very specifically focused on technology incubation. We don't deal with ancillary businesses so when we do have business needs outside of technology we will partner with external organizations such as Score, SBDC, the SPA and the like

to get those business the counsel they need. From a City perspective our investment in business counseling is through innovation just through technology entrepreneurs outside of that we will work with other stakeholders and partners to get those businesses the resources they need. Councilmember Harris – Can you expand more on what that $250,000 is for so I can better understand maybe I just don't have all the data. We are putting a lot of money into one particular area of entrepreneurship and not looking at the greater population because we service everybody, we don't isolate. Maybe there are other monies that you get in that help other ancillary entrepreneurs, but I am kind of concerned that we are taking a quarter of million dollars for only one sector of our market. Micah Miranda – The innovations programming is technology focused and part of that is there is a cohort system where we get pre-revenue companies and get them scaled to the point where they are receiving seven figure checks. In order to do that we have a couple technology counselors; we have a CEO who manages the day to day operations the coordination of that and we also have executives and residents who provide technology specific counseling to those business really in the later cohort that is the tier 3 or 4 clients. The reason that we have done that is it's been very specific that previous councils have asked Economic Development to identify gaps existing in our entrepreneurial ecosystem. This was the gap identified going back a number of years and it was very clear that it married up to the overall City brand, so it was supported. Simultaneous with that we were challenged with staying in our lane to not duplicate what other organizations are doing and look to partner with them, which is why we don't have a broader small business incubation program. If that is a direction Council wants to go, we are more than happy to take a step back and evaluate those programs and bring options forward for Council to review. Councilmember Harris – When the question was asked, are we are helping everyone, and when Gangplank was alive, we were helping. This is the technology area that we are not helping. Now that Gangplank is closed, now ancillary entrepreneurs are not being helped. Because Gangplank is closed and this incubator is going on, is there any way we can expand the technology incubator, that way it includes those individual, so they don't feel left out? I feel like there may not be enough on the other side so I would like to see it expanded or figure out how we can expand it so that way if my business is not necessarily technology that there are some resources there that I can grab. Mayor Hartke – Maybe you can get your staff to prepare the answers to his questions. When we work with these other organizations what services are available and how we are connecting people to them. I know we helped Gangplank for almost a decade we were financially supporting them while all along the line they were going to be self-sustaining. I know we upped that contract at least 3 times if not more. So, if there is a pipeline of these other resources and how we are helping getting these people connected, maybe a rough idea of numbers of people we have helped would be helpful to further this conversation. Micah Miranda – Absolutely would be happy to put that together.

Councilmember Orlando – I would like to know more about our thoughts on infill. What are the concrete things we can do with this money? What do we need to articulate with the community to be able to work with them to utilize some of these funds so we can do more of these infill projects? I would appreciate you doing that. Continue working with our Chamber partners and other business communities out there they do have resources. Micah Miranda – The infill incentive dollars that we have right now we put a pause on it this past year and a half. We have a strategy to move forward and we are working to finalize that plan in light of the Goldwater case. It is really going to focused more around public infrastructure, pending council approval, to help with the repurposing of a lot of these projects. Councilmember Orlando – We can talk about that later I just think it's important to have a concrete plan.

Vice Mayor Stewart – Thank you for the presentation I appreciate what your department is doing. It seems like every month we are getting some good news and I think that is a testament to your department as well as just the overall culture in the community. I am proud of what we are accomplishing. How is prop 208 impacting your ability to compete nationally and internationally right now? Micah Miranda – Anticdotally

not much, we have had a number of projects that we were working with back out, they just said we are not looking at Arizona we are looking at other States. The full impact has yet to be seen. The other side of that story in fairness is we are continuing to show up on a lot of radars. I think it is too soon to completely tell the total impact, but based upon our lead flow, prospects, and conversion rate it hasn't been completely detrimental, but we are starting to be removed from consideration for relocation projects. Vice Mayor Stewart – as it relates to that there is some buzz at the Capitol about an overall tax overhaul within the State that would make us competitive again. Have you heard about this tax cut? Micah Miranda – I heard about the parameters they are putting in place. Vice Mayor Stewart – Will that help us be more competitive if that passes at the State level? Micah Miranda – I hate to speculate; I don't know exactly what ends up in there. I don't want to comment until I see what is approved. Anything to improve the business climate is needed however I don't want to overstate the importance of that.

Vice Mayor Stewart – I have another question for Dawn. Our overall property values have gone up astronomically, do you know what that has been over the past couple years? What that means as it relates to overall revenue in to the City? What I am trying to look at here an offsite to what I am hearing can be a general fund loss at the state level if this state income tax goes down versus what we are going to get at a macro level increase in jobs and property tax increases because valuations go up. If we add more jobs in Price corridor or near the airport etc. then that is rising the tide. I am just curious you don't have to give me specifics, but do you think we would have enough jobs to offset maybe that loss in revenue initially in the long-term plan. Dawn Lang – Over the last couple years going into 21-22 our assessed values went up 6.8% and prior to that we have been right around 5 or 7.1 or 7.2 the year before that. Just a reminder the majority of that increase is our secondary property tax rate and it has been the decision of Council to leave that rate flat. We have actually committed those dollars to our debt service on our capital projects plan. The smaller portion of that is our primary tax rate and that rate has been coming down every year as Council made the decision to offset. Vice Mayor Stewart – The rate is coming down, but the revenue is going up. Dawn Lang – The rate and the revenue are coming down on the primary side, so we have been actually reducing that portion that is feeding into our general fund.

Buildings and Facilities – Mike Hollingsworth

Facility & Fleet Manager, Mike Hollingsworth presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for Buildings and Facilities.

Councilmember Orlando – In your decision package you asked for 4 FTEs, so the question is one-time dollars is that replacing the FTE or in addition to? As far as I was aware, we have netted zero FTEs for this fiscal year, so I am not quite sure the reference. Councilmember Orlando- you said you have some custodial services $168K and facility maintenance increase of $150K and I assume those are contract employees? Mike Hollingworth – Yes, sir. Councilmember Orlando – Are those ongoing for every year or do you have those in the budget now? Mike Hollingsworth – That is in the budget from past years. Councilmember Orlando – it's not to look at more FTEs. Mike Hollingsworth – Correct. Councilmember Orlando –The $65K to build an electrical panel it said revised what does that mean is it higher, lower or is there more work to be done? Mike Hollingsworth – There is considerably other work to be done this is a start. I think from what came from the building and facility assessment is there is more needed in the future. Councilmember Orlando – What was the original request? Matt Dunbar – I believe that was an ongoing request adjusted to a one-time request. Mike Hollingsworth – But we had other increases in our operations and maintenance that contributed to that ongoing here too. Councilmember Orlando – I am just understanding what the decision package was and what the end results were and how that lines up, that's all I'm asking. Thank you, Mike, and Matt.

Councilmember Harris – I happen to tour the facilities and got a deep dive on all the different buildings and how limited our staffing is. They really have to be creative in that area because they are constantly in the buildings and there are constant demands for services and things of that nature. Some services they can do within, but you know if there is a call or multiple things at one time sometimes they have to contract people in to help out for some of those service or things of that nature. Mike's team does work with a limited number, but for the most part a lot of the contracted work they can't do unless we decide to hire in fulltime to help out in that particular area. I just want you to know Councilmember Orlando, they are a lean team, but they do a really good job. I got a chance to see that we do need more work within the infrastructure because our buildings are old which will require more work so we look forward to the bonds to help aid in this area. Thank you and good job. Mike Hollingsworth – Really the balance to knowing when to do it in-house is to contemplate is that an efficient use of our time versus hiring an outside vendor to come in and do it for us, and we need to manage them still but that's kind of how we balance that.

Fleet Services – Mike Hollingsworth

Facility & Fleet Manager, Mike Hollingsworth presented the FY 2020-21 Accomplishments, FY 2021-22 Budget for Fleet Services.

Vice Mayor Stewart – The FASTER Fleet Management is a 2 ½ year project that we are trying to get through what is holding that up? Mike Hollingsworth – I wouldn't say anything is really holding it up. It's a very intensive process and a lot of details have to be answered. We have to go through our existing processes and make sure we are not carrying over bad processes from one system over to the new system. I think that is where a lot of the nuts and bolts and tedious work have been necessary and have to happen to get through it. Its long and I am as impatient as anybody and wanting things to go faster and yes, it's pain staking. Vice Mayor Stewart – If you had a dart could you throw a date on it? Mike Hollingsworth – There are some critical items that we are not passed that we are working with the vendor to incorporate into FASTER. It would be really difficult to give you a hard date on that. I am hoping by the end of summer. Vice Mayor Stewart – Can I get offline and talk with you about that? Assistant City Manager Debra Stapleton – One thing I would like to add to what Mike has already said is that the vendor has a 7 to 10-week lead time. Every time we identify a process improvement and get that over to their side, they have been hit by COVID and now things are ramping up, we are struggling a little bit with that lead time as well. That is part of what is going on, but I can't emphasis enough with what Mike said is that the business process management of this is the most important thing. We do not want to retrofit our old processes into a new system that is not going to get us where we need to be, so we are taking a good amount of thoughtful time for that. Mike Hollingsworth – It is not only the improvements it's the process integration requests that we make with them. So, we go to them with a process we need them to integrate into FASTER and that is a different process as well. We have many business processes that have to be integrated.

Airport – Steven Turner

Airport Administrator, Steven Turner presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for Airport.

Councilmember Orlando – Are you waiting for the security audit to be done before you put in a new fence because you need a new fence and I am assuming you are doing that? Steven Turner – This fence is dedicated for the wildlife purposes, so this is not really a security fence, so it needs to be done regardless. Councilmember Orlando – Most of these are not funded with other dollars. Steven Turner – Most of the CIP outside of a couple of projects for the small repairs like the annual pavement maintenance that's not grant funded eligible, and the airfield lighting and improvements as well. Councilmember Orlando – and the

tower. Steven turner – Yes, these are local funded only but in order to be eligible for grant assurances in the future from the FAA and ADOT they need to show local participation. Councilmember Orlando – Is FAA still paying for the controllers right, how does that work again? Steven Turner – In the tower that is still funded with the City, the City owns and maintains those. Joshua Wright – I think what you may be asking Councilmember is that the staff in the tower those are contract federal employees. Councilmember Orlando – Do we pay for that? Joshua Wright – We pay for the equipment. Councilmember Orlando – Just the equipment that's what I thought. Joshua Wright - Yes, I just wanted to make sure. Councilmember Orlando – The FAA pays for the personnel. Joshua Wright – Correct.

Vice Mayor Stewart – The total expenditure over the next 5 years is $21M of that $6M will be, well $1.2M a year will be general fund. Steven Turner – Yes, I believe so. Most of these projects are about 95% grant funded through the FAA or ADOT so it's about $1.9M a year.

Transportation Policy – Ryan Peters

Governmental Relations & Policy Manager, Ryan Peters presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for Transportation Policy.

No questions or comments.

Public Works & Utilities – John Knudson

Public Works & Utilities Director, John Knudson, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for the Public Works & Utilities Department which includes Solid Waste, Water, Wastewater, Reclaimed Water, and the Ocotillo Brine Reduction Facility.
Councilmember Roe – What is a vactor? John Knudson – It looks like a tanker truck essentially it is a large vacuum cleaner. We use them in wastewater and the storms area where you have to go in and clean something out you run a hose down a manhole and you will suck the material out, same thing with stormwater. It is a big vacuum truck.

John Knudson spoke about the LED Streetlight Upgrade Conversion Program CIP project. Mayor Hartke – Josh was that something we looked at recently. Joshua Wright – Just to clarify based on the conversation you had Wednesday that is a framework based on anticipated ARPA funds which would change what you are seeing here today. This is what is in the budget now until Council locks in that framework and we receive those dollars in there. That will change for a number of these items in the budget.

Councilmember Orlando – On the Cooper Road you see bonds here, wouldn't that be impact fees in that area or is that just a place holder? John Knudson – This project was included in the bond discussion it was brought up through the Airport group but then through the Public Works group as a bond program. Dawn Lang – We have talked about in our Management Services section the impact fee study update the land use assumptions and infrastructure improvement plans, and that this is not one of those eligible areas identified in the growth projects in that plan. Unfortunately, we cannot use impact fees on it. Councilmember Orlando - Its exempt from that because of the eligibility. Dawn Lang – Yes, it is not an identified project within the plan and it's not in an eligible area either. Councilmember Orlando – I know it was emphasized several times this week on the airport that that's the key economic development in that area. Dawn Lang agreed. Councilmember Orlando - Have we looked at ways of accelerating that to get it in sooner or piece meal so we can actually start looking at that marketing area for economic activity? I mean 3 years is not a long way out but by the same token it is if we are looking at marketing that area. Dawn Lang – I believe design is in year 2 and construction is year 3. Councilmember Orlando – Yes it won't be completed until the year 2025. Just take a look at that I am just thinking if that is one of the key economic drivers that will help us with the

FAA and some other activities out there maybe we want to look at combining or shortening that a little bit. Joshua Wright – That is an excellent point you have to remember first of all this project is really new. It came up only in the last 9 months through the airport bond committee, which is a great idea, but it is very very new to our capital program. We are moving on an expedited path already it came to the front of the CIP as opposed to the back what would normally go for something new. To your point one of the areas that the airport masterplan called out as well to provide is we do have some readily available parcels on the other side of the airfield that we are planning on getting RFPs out right away. So, this will be kind of that next phase of growth as more services and things appear on the southside of the runway as opposed to where they are now on the northside.

Mayor Hartke – Obviously, next year we look at the CIP every year and if it looks like development is hot, we certainly re-adjust this and move things around on the ongoing year.

John Knudson spoke on the Boston Street Improvements CIP. Vice Mayor Stewart – Is that based on a CIP plan from years ago or recently is that the only thing we are doing downtown? That alley way back behind SanTan Brewery is an absolute mess. Is that part of this project? John Knudson – We have a very small portion of the alley from the new parking garage to the north where it ties into Boston. We have that little section of that alley, but we do not have anything beyond that. As far as the capital program we cover here that is the only downtown project that we have. Kim Moyer may be able to speak to a little bit more that they may have coming with some of the other developments.

Vice Mayor Stewart – Do you see any opportunities then moving any of those capital improvement projects up, I know you probably always have your eye on the ball on that would save us money in the long run. Seems like you guys have done an incredible job of continuing to put things forward that help save us money, improve water quality and all those things. Is there anything that if you had a magic wand you would speed up? John Knudson – Well we do have some concerns but not so much with the plants. I am more concerned with some piping we have; we obviously have the concerns about the 101/202 that same pipe that comes out of our plant. We have a very large pipeline that goes down Pecos Road and heads west that is at a single point of failure for the system and we are looking at a corridor study to actually find a redundant line to install a second line to act as a redundant system in case we lose one. I am more concerned about distribution system I think than the plant. The plants I think are in very very good shape and we have a pretty strong program lined out for those facilities. The water plant in particular for building new filters and going in an restoring our old filters systems and then beyond that have an idea maybe out in year 10, 12 or 15 way way out that we would actually decommission. I think most of you have been out to the plant and we have those large sediment basins that large area where we have the treatment going on and then next to that we have that little smaller structure we call the baluster flocculation facility and so what we are intending on doing probably is decommissioning the larger sedimentation basin and then building another baluster floc next to it so we would have twins and by doing that you would be saving a tremendous amount of money with decommission the old which the restoration costs of that would be huge so rather than keep that going we will move over and build a second baluster floc facility next to it. We have a long-term plan for the facility. So today I am not so concerned about the plant nearly as much as I am the pipes. Vice Mayor Stewart – So to follow up is that discussion happening about financing that. John Knudson acknowledged it is.

Councilmember Lopez – We talked about the 101/202 interchange there issue that we had previously. Is that the one we are getting state assistance on, right? Did that ever wind up coming through? Mayor Hartke – We are working on it. John Knudson - that work is in design we have actually brought on our contractor

along with us and we are going through all the gyrations of design, value engineering trying to understand the best methods to get the work done.

Community Services – Andy Bass

Community Services Director, Andy Bass, presented the FY 2020-21 Accomplishments, FY 2020-21 Budget, decision packages and an overview of the CIP for Community Services.

Vice Mayor Stewart – Andy thank you great presentation so far. As it relates to Tumbleweed when was that last masterplan, when did we do that last? Andy Bass – early 2000s Vice Mayor Stewart when we did the parks masterplan how did that conversation come up as it relates to the Tumbleweed masterplan? Andy Bass – So with our masterplan they did look at our needs out to 2035 and again there is a lot of information, so I am going to give you kind of the cut and dry. They did identify the needed fields that we will need by that time and they did identify we need basically a lot of youth athletic fields from multipurpose to baseball and softball fields, they were all identified as a definite need for our community. Vice Mayor Stewart – Sure and you are going to get into that a little bit more as it relates to the different parks and number of fields that you are projecting over the next few years. Andy Bass – That is definitely a part of the masterplan, absolutely.

Councilmember Roe – About the libraries I keep thinking back to Chandler High School converting their library to kind of a student union, computer lab/lunch area and are we planning some big changes for our libraries, innovative stuff. I get a feeling people are doing more and more electronics and the books are getting less use and we need multigenerational stuff. I hope we are working toward that Andy Bass – Yes absolutely that is one of our goals. We are not seeing a decrease in use in our libraries we have over a million people visit our 4 branches throughout the year. We do see a desire for digital content, and we do provide that. I say books are still in demand and going off the shelves. We are looking at how do we program these spaces. Recently we are working with our recreational staff and our library programing staff together to start putting together a true community program offering that will use both libraries and recreation centers for senior programing, children's programing and all family programing. We are trying to be a little more strategic as a full group.

Councilmember Harris – The downtown library has a video room where you can go there get on the computer, edit, film yourself they have green screen photography they have equipment for the public to use. Will they be offering that program to the other ones because I think that goes to what councilmember Roe was saying just being innovative? Outside of just being able to digitally access them but like other ways we are uniquely keeping up. I think we have a daycare as well. Andy Bass – to your point that's called the maker in downtown and that was the concept of how to allow people to have a creative space. So, we do have a studio, photography and we do have different types of printers we have a 3D printer to create stuff so I will say the library is much more than just books. One of the largest programs we do is English as a 2nd language program for the citizen process. So yes, to your point we are always looking to expand and think of new creative ways to engage the community.

Vice Mayor Stewart – Going back to the masterplan from 2004 as you run the department do you see I notice we are talking about putting in 4 lighted softball fields in Tumbleweed and there was some discussion we had over the past few years about creating sports tourism creating complexes that would fill the needs of the city as well as having lighted soccer fields because we have these windows in the evening where kids need to get off school and parents get off work and we are really short on lighted fields. Have you given any thought on maybe redoing that masterplan or reworking that creating more of a sports complex for Tumbleweed? Where is that at, the reason I ask is a 2004 masterplan seems like we should be updating that

before we start continue down that path based on usage, investment in other parks, and on the number of kids. we have double the kids here from 0-18 than we did in 2004 so I just want to hear your thoughts on that. Andy Bass – We have been throwing around a lot of ideas and we know there is a need working with the recreation groups and seeing the masterplan come in this week that is all part of identifying we have very serious needs of doing that. Trying to think of how do we do it better, we have considered using Tumbleweed as a place to do softball fields certainly we could do it there. We have also explored adding some to Snedigar and make that more of a diamond complex and Tumbleweed can be something else maybe it is multiuse fields. We have studied all those and are to the point where we have to make a decision so we can move forward on some of these projects. Vice Mayor Stewart – Can I recommend we try to do that before we start making this deeper investment and think of this from a grander plan and we also have Mesquite Groves fields which will be coming online soon. I just want to see that masterplan before we dig anything up, I would love to open those conversations.

Mayor Hartke – City Manager I know we are doing the parks masterplan presentation which again that conversation will be quite relevant and we can move our thoughts around, when are we having that? Joshua Wright – Yes Mayor we are going to, but I don't know the exact date but it is coming in the next month or so to come back to you with that parks masterplan and I do appreciate the conversation about more fields I think we have had that many times over the years. I do want to reemphasis what Mr. Bass said was a lot of these projects come with more fields so there quite a few fields that are already in your capital program that we will be adding. In terms of sports plex or one singular location obviously space is working against us as Chandler is 91.2% built out. Finding a spot to do that will require some shuffling or repurposing of things we already own. That is one of the things we are going to talk to you about as far as our park's masterplan. What you are doing is putting in the budget and we are creating a space for that so you are not locking into that specific alignment that would have to come back to you for project approval as well.

Councilmember Orlando – Andy I appreciate the update there is a lot going on. I am going to save my questions about Tumbleweed softball field for the larger discussion because my thought process is a lot like Vice Mayor Stewart. Do we consolidate, we don't consolidate, and then time frame because I know if we do Tumbleweed, we would have to do a road improvement, right? I don't know if there is a sequential time there or can it be done at the same time so I will reserve that one. I do want to talk about the recreation facility you had in here you have $250K and a $20K ongoing and I am seeing and x there that it did not make it so what is the story behind that one? Andy Bass – I will leave that to Matt as I am not sure what you are referencing. Councilmember Orlando it says Recreation Facility $250K and it said unfunded. Matt Dunbar – that would be the initial place holder for recreation multigen facility as we were looking at other options throughout the city maybe repurposing with infill or something else. Because of other discussions that happened around that project, that was not funded and a new project was added as a Tumbleweed expansion multi-gen which incorporated all the feedback information we have gathered throughout the process. Councilmember Orlando – City Manager and Dawn you have been very generous this year almost 90 some percent of these new requests were fulfilled this year usually this has a lot of x's unfunded or revised. You have been very generous this year Christmas came early this year or what. Joshua Wright – As you heard Dawn mention earlier I think you are seeing the results of a pandemic impact that was not nearly as severe as we thought it might be, so you have a little more capacity. Somewhat of an anomaly this year but we tried to repurpose the best we could.

Councilmember Roe - I want to reiterate from my point of view on artificial turf. I have some reservations about big investments in doing that especially with how is it dealt with with soccer, football, and softball. I think there is some durability issues and other things. I would like to see some trials or some good demonstration of something we want for the future and then spend more. Andy Bass – Thank you and I

don't know if we want to get into that but certainly, we have a lot of information we can present to you. This is the new wave and I think you are seeing this at the local high school level here in the Phoenix area. Many of the Phoenix schools have installed this at their high schools and there are also high schools on this side of the valley that have it, and that makes a very good test case on how its performing with the heat factor and those things that are a major concern that we should consider before doing this. Mayor Hartke – That's not in this budget here I know that is part of the ARPA dollars so once we get into the parks discussion that will probably be a very good place to talk about that.
Councilmember Roe – You did say there were schools, so I think there is an opportunity for some improved relationships with them in the future for some of the shared use facilities. I hope that is true. Andy Bass – I hope so to, yes. Mayor Hartke – Don't we all. Vice Mayor Stewart – Yeah, I think schools have opened up a little bit more for kids to be able to practice. I think your department, or the Mayor worked with CUSD to make that happen I have heard some good things. I just wanted to let you know. Council and Mayor included I talk to parents all the time they are just really delighted that we remained open, our parks remained open and in your staff's service. Didn't we have a tournament here that was an all California tournament because they couldn't play sports. Andy Bass – There was more than one. Vice Mayor Stewart – Pouring into our hotels and restaurants over those weekends and I want to commend your staff in spite of all that usage the ability to let our kids out there and play during this pandemic was remarkable and a testament to what kind of community Chandler is. I am grateful for everyone here that supported that, and I am also grateful for your staff being able to maintain those fields as best they could during that overuse. Thank you. Andy Bass – Thank you for that.

Information Technology – Sandip Dholakia

Chief Information Officer, Sandip Dholakia, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for the Information Technology Department.

Councilmember Orlando – I noticed the Oracle optimization study what is that? Sandip Dholakia – The concept there was to have someone, or an organization come in be able to take a look at Oracle as the platform and how we are utilizing it. Then assist us to be able to come back with recommendations to be able to optimize how we are using it. Are we really using it to the fullest of its capabilities and are there things we can do differently than what we are currently doing? We removed that and so you see this contractor position put in, but we are also going to be looking at other strategy's for that through improvements and we going to look at a possible resource coming in approved through ARPA money as well. Councilmember Orlando – So basically through the contractor you think you can leverage some of those thoughts from them. Sandip Dholakia – That is correct. Councilmember Orlando – I saw you got funding for engineering and then computer upgrades what was that all about, were those rolled into something different? Matt Dunbar – That was an anticipated need. As we do these laptop replacements citywide, we have a replacement cost and each laptop versus a desktop has an additional cost associated with that. So, the initial thought of the request was that we would be needing, on an ongoing basis, to replace those laptops that are replaced on a more frequent cycle then a desktop additional ongoing dollars to the replacement fund. After review of that fund with IT and the anticipated needs it was determined that we don't think that fund will actually need that funding. We will reevaluate on an annual basis just to make sure that it looks like we are still going to meet the complete information technology replacement fund needs. Councilmember Orlando – The information security engineer was that something we have to do some more deep study on? Sandip Dholakia – That is correct. So, we are going to be recruiting for a chief information security officer which is currently a vacant position. Our thought process there is we would like to bring in a security officer, and through his or her assessment make a recommendation.

Mayor Hartke – I just wanted to say I hear so many great comments from other departments in working with you. It seemed like we were quite behind in addressing IT needs and I know you have done a herculean effort the last couple of years. Yes, there is still a lot to do but it's been very good to catch up. Whether it's with our magistrate, police or just really around our entire organization it seems like we have done an incredible number of projects over the last couple of years. I want to thank you and our staff's leadership in that regard. Sandip Dholakia – I appreciate that and that is something I attribute to the entire technology department and I will pass that on.

Cultural Development – Kim Moyer

Cultural Development Director, Kim Moyers, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for Cultural Development.

Mayor Hartke – With the Center for the Arts facilities again this is still a 50% share for any of the work done on the facility with CUSD. Kim Moyer – Correct, when it comes to anything we do with the CIP CUSD does offset that by 50%. Mayor Hartke – Vice Mayor had mentioned a little bit earlier I know you were here, so you heard it. Is there anything in the future to look at our main downtown area many of the stores that are on San Marcos way that behind section there seems like is getting more and more use. I would love to have you eyes or some eyes to look at that to see if there are some ways, we can spruce that up. It has become a thoroughfare rather than just an alley certainly not in this budget today, but I certainly would welcome what are some possibilities that can be done to enhance that since more people are back there all the time. Kim Moyer – We have actually been working with the City Manager talking about just that. When we did new square, it cleaned up one of our alleys. That alley that you are describing behind San Marcos will be primed with DC heights in some of the new development that is coming in that area. One of the reasons we focused on Wall Street before this area is, we did not know what was coming in there, so we did not know exactly what the utilities needs were going to be. Now that we have identified what those needs are it will be easier for us to go in and clean up that area.

Councilmember Orlando – I am intrigued about Wall Street where is the art going to go? Kim Moyer it will be right in front where the local is it will be an arch that says something like Wall Street. What we have envisioned in that area is an alley is an alley and we have to be careful because we don't want to take those alleys away because they have a very functional use. However they don't need to have trash come through there all day so we are looking at options where we can use it as a utility in the early mornings and then put some sort of barricades up so that it becomes more of a pedestrian path. All those businesses can put tables and chairs out there in the evenings and we can hold farmers markets, little art shows whatever. To really continue our mitigation to the south just a few years ago downtown was just a little historic square we just keep expanding and this will be another opportunity to continue that expansion. Councilmember Orlando – I remember the day where they stopped somewhere and that was the end of it, they didn't know that wall street was there with an art gallery. Its great news to see we are actually making a promenade there so people know its there. Good job.

Mayor Hartke – I do know obviously alleys have as you mentioned their functionality. I am often looking down at Peixota and I know we have given them extended grace when their store was shut down and they were doing extended carryout and people would pull into there. Is there a longer-range plan for that? I often see cars in there not knowing what to do whether they are going to turn into that alley and then there is a car stationary there. How long is this plan in place or maybe a better question not to be presumptuous is it currently working and is there a plan to do something different? Kim Moyer – it is working somewhat.

We have always, in all of the alleys, indicated one-way direction and we always have people who are going the wrong way. They don't see the signs they don't see any other cars coming they think there is not going to be a problem and they just go. We are actually working on a pedestrian study right now. This pedestrian study will have some signage attached to it to better help direct not only pedestrians but some of our vehicles in the downtown to direct them where they need to go. I think sometimes as much signage as we do have there is some specific signage that we still need to work on. So, we hope that will address some of what you are talking about right now. Mayor Hartke – it just doesn't seem like there is a good viable option on Arizona Avenue to do a non-parking pull out to get a cup of coffee. I am just always concerned when I see back up cars on Arizona Avenue heading south wanting to turn there and they can't turn there. Kim Moyer – Mayor we have provided quite a bit of leeway to all of our businesses throughout the City because of the pandemic and they were one that had to keep their doors closed. I think once they are comfortable to have full capacity some of that need will no longer be there.

Vice Mayor Stewart – We talked a while back a couple years ago and site 6 was a dirt lot and you added some lighting is there a continued plan to light up the downtown keep the trees lit up as well is that part of this. I mean the changes downtown, downtown has become a destination category and there's two parts to this question. With that being a little more flexible regard to outdoor dining etc. Chandler was kind of open for business during COVID in a very safe manner, so people are coming and it's a destination place. I know that we are getting a little bit we need more safety is what I am getting at, more lighting, more bodies, more bike cops, and things like that is that part of this or will that be. Kim Moyers – That is something that we continue to look at we work with the DCCP just this year we allowed some of the holiday lighting to say up for an extended period of time because it does create really a nice ambiance in the downtown. We continue to work with our bike team and with traffic on lighting and making sure the garage is safe and people feel safe. As we continue to talk about these alleys that is another area where we need to make sure we have proper lighting and make sure we are providing a very safe opportunity for them especially when we are encouraging them to walk in there. So yes, lighting will be a big part of what we are doing.

Neighborhood Resources – Leah Powell

Neighborhood Resources Director, Leah Powell, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, and decision packages for Neighborhood Resources.

Mayor Hartke – Leah how does this year compare to previous years. I know there has been a lot more federal funds that have funneled down for positions or grant funds. What is the base line compared to this year? Leah Powell – With our FTEs we don't have much change we have had a change of one position that you were presented. With the temporary staff that we have brought on the additional CARES team and that is comprised of about 5 people. We have had 5 fulltime temporary employees come in because of all the additional funding. Mayor Hartke – So again as the CARES dollars deplete that will also then impact those employees correct? Leah Powell – Yes Mayor that is correct. What we have done with all of the positions is of course we advertise them grant funded positions and that they are for whatever that time period may be. And then again we have also gone through and looked at how effective these positions are and what is the need for them and that is why we came back and asked for additional money to continue those positions on into the future. So, we continue to evaluate as we go along and identify funds to support those positions.

Vice Mayor Stewart – Are you seeing that our navigators supplementing some of the police work we are doing so they are the first point of contact for some of the homeless issues or is it police then navigator? Leah Powell – I think it kind of depends on where the call it is coming from. So, part of what we have done is try to do education to the businesses especially more in the downtown area and giving them the phone number so they can call navigation services first. I think for the general public a lot of time they are still

picking up the phone and calling the police first. Our police department and the navigation program work very closely together. The Chief and I have talked about even doing some additional things in the future. Our officers that are out on the beat and on the street know they can call one of our navigators and they have our full support. In turn our navigators will reach out to PD for assistance in cases as well. So, we are trying to educate the public that they don't have to call 911 but they can certainly call the navigator directly. I think that is there first reaction to call 911. Vice Mayor Hartke – Does the dispatch staff understand that as well as far as if someone calls the nonemergency line that they know to call a navigator first versus a police officer. Leah Powell - I think that is something better asked of the Police Chief because I am sure what comes into play are certain factors that they have to consider as whether they need to dispatch an officer. That is definitely a conversation that we can certainly have with the Chief to see if there is additional education or maybe we can come up with parameters together of when would be a good time to call a navigator.

Mayor Hartke – Just on that topic I believe in the Chiefs presentation the other day I don't have the exact number in my mind but its over a thousand calls for homelessness. So whatever way that we can have a diversion of calls over to your office when it is feasible and to when it makes sense that would certainly, from our perspective, be welcomed. I understand that there are calls for service and then there is sending people whatever diversion is possible that would certainly be seemingly welcomed. Leah Powell – Yes Mayor absolutely that is what we are working towards. We want to be a tool for the police department and help them.

Mayor Hartke – It was again out of the AARPA fund that but there was also at least the recommendation of an additional $50K which again is in this budget but that also applies to the diversity and inclusion event is that correct? Leah Powell – Yes so there is an additional $50K that my understanding is in the ARPA funding that we can be used towards an event or maybe toward some staff support. Quite frankly we are staffed pretty much at capacity so our preference would be able to use that toward brining temporary staff in to assist especially with the marketing. What we learned from the survey is that a lot of people did not know the program existed or the events were happening. We really need to do much more in that marketing. With social marketing there is not a lot of costs to it for not buying materials per say but there are the man hours that we need to be able to keep up with it. Mayor Hartke – I do recall that being the number one result of the survey was just find a better way to communicate amongst our diversity groups in Chandler.

Police – Chief Sean Duggan

Police Chief, Sean Duggan, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for the Police Department.

Mayor Hartke – Chief we also understand in the budget here all the additions that we addressed two days ago are not part of this presentation in general I mean not concerning the ARPA dollars in terms of the budget. Chief Duggan – Correct.

Councilmember Orlando – I have been asking this all day long so don't take it personal. On the deltas here for police investigative specialist program 2 people, that was not funded or is that funded with this new 10-person plan. I am referring to page 61 of the budget highlights. Chief Duggan – We currently have two police positions that we split up about a year and half ago and they have been funded through salary savings. So, the request this year initially was to fund those as a permanent FTE, but we will continue to use salary savings to keep those positions on board. Councilmember Orlando – So they are already here. Chief Duggan – They are already here. Councilmember Orlando – So they just weren't going to be converted. Chief Duggan – They are funded through salary savings. Councilmember Orlando – The mental health

coordinator we got that one. The other one was the business systems coordinator I see that was partially funded or revised it was one person FTE. Chief Duggan – Correct it was initially requested for ongoing and move to one-time funding. Councilmember Orlando – but you still have that body, though right? Chief Duggan – Yes. Councilmember Orlando – the command central aware platform $384K what is the status of that one. Chief Duggan – That is a software that our dispatchers would use that would bring together all those disparate systems under one centralized space so when we talk about whether it is the ring door bell, the alarms, the medical alerts all this new technology is kind of sporadic and this software through Motorola Command Center would help centralize all that and make it easier to process. So, the concern there was we need to work collaboratively with City IT and plan out the timing. They have other projects right now that they are working on so this is something that we are talking about and we will come back next year with the same request when they have the capacity to help us install this. Councilmember Orlando – and then recruit technology equipment I think you talked a little bit about that. Chief Duggan – Those are the laptops that was partially funded. Councilmember Orlando – That was partially funded but you are ok with that. Chief Duggan agreed. Councilmember Orlando – The temporary background investigators does that give you a total of two or three. Chief Duggan – Four we have two funded right now and we are asking for two contract people to get us over this hump over the next year or two. Councilmember Orlando – And then the investigative equipment partially funded as well, right. Chief Duggan – That's funded. Councilmember Orlando – Oh that is funded.

Councilmember Ellis – Well done Chief. Thank you!

Mayor Hartke – Obviously, there is a task on ongoing to enter this in the budget and with everything else it is worth that gets discussed thank you for coming forth with your recommendations. I think several councilmembers asked you for that projection.

Councilmember Orlando – So on the 67 positions is the 5-year plan you are looking at 27 on this year and we talked about that already and 10 more, 10 more, 10 more, right. Chief Duggan – Yes that is the number that I have identified that will help maintain our safe city status and will continue to ensure that we keep up this trajectory of being a very safe city. Councilmember Orlando – Just to clarify that is in addition to the numbers you have here on page 60 the temporary numbers you're still keeping those as well. This is all additions right because I know you have a training officer in here and you have a training officer on this page 71 I didn't know if that was the same person or are you going to convert that number or is it the same training officer. Chief Duggan – I don't know where that is at. Councilmember Orlando – it doesn't matter. Chief Duggan – I have outlined specifically what our needs are in the 5-year plan and I would like to have one of those positions this upcoming fiscal year.

Acting City Manager Joshua Wright – Thank you Mayor and Council, I just want to make sure everybody sees the note at the bottom because I feel like it is important that we acknowledge that. What the council directed several weeks ago that we talked about this issue that we come back with the plan that the Chief has provided you with. I do think it is our obligation to note that relies on assumptions going forward and we need to be cognizant of that. We talked about CARES and ARPA dollars on Wednesday and again we do not have those dollars in hand. We will be coming back to council to kind of proof that framework that we talked about at that high bucket level if you will. So that will need to happen in order to affect the first year of this and then again, we are going to have to come back each year and revisit where we are financially. I don't have that crystal ball or the medium that Mr. Dunbar does he is the only one that gets to go in there. So, we will need to come back and have that conversation in subsequent years so I don't want to get the impression that it's a done deal the money is there and you can do whatever you want that is not the case.

This is something that is a laid-out plan and come back every year to make sure that we are where we need to be financially to support these goals.

Councilmember Ellis – Thank you for the contribution.

Councilmember Orlando – Thank you Chief for giving us these numbers this is our go forward plan and I certainly appreciate that.

Councilmember Harris – Thank you Chief for these numbers I think we have been asking for these numbers for a while. I want to ask you one question though. Even to Josh's point but to you Chief including these numbers how confident with the population growth that we project could possibly happen if everything works out well do you think this will be enough or do you think that will have to be a conversation that you will have to look at and evaluate further down the road? Chief Duggan – Everything I talked about today are based on today's challenges and know threats. All of this is subject to change and when you evaluate financially from year to year will also evaluate population, challenges, and everything else. This is what we know today, and I am confident in that number but none of it is locked in stone because the world changes.

Fire – Chief Tom Dwiggins

Fire Chief, Tom Dwiggins, presented the FY 2020-21 Accomplishments, FY 2021-22 Budget, decision packages and an overview of the CIP for Fire.

Vice Mayor Stewart – If we are saving money by adding a rover with overtime as well as down time. Why just the one or would it make more sense would two be better. Is there a law diminishing returns here I am all about saving money? Chief Dwiggins – We did ask for 3 initially we were given 1 FTE for those position and then we were going to come back next fiscal year and ask for the other two bodies. I can tell you that I spent a lot of time with our Acting City Manager probably more than he wanted and then with our Management Services Director and we have found a solution to leverage our public safety reserve. I can tell you that we will have these two additional to cover all 3 of our shifts in our fire academy in October so we will walk out of here with 3 rovers.

Councilmember Orlando – I am going over again the budget highlights book. It looks like you got the other two firefighters that's great news. The fire operations overtime adjustment you had $332K so the $170K is probably in range since you got the 2 other rovers, right. Chief Dwiggins – Absolutely that puts us in a great spot moving forward that will help us making sure all our units are staffed at a minimum level. There will be an offset we won't need as much of that because we are getting new rovers. Councilmember Orlando – that makes sense why that was partially funded. Councilmember Orlando – The pre-incident planning tool what is that? Chief Dwiggins – That is a piece of software and what that allows us to do is to are companies can go into any type of business and if they see hazards they can put that in the software. Let's say that there are hazmat doors in one specific room and then what will happen is other crews can update it as they walk through this facility. That will be put into our CAD system if there is a fire in a building where one of our crews recognized that they had hazmat doors, high power storage or blocked access things like that it will actually pop up on their screen and they will have the capability to look at it as they are pulling in. Councilmember Orlando – What is the rational for not funding it one-time this year is there something you need to do? Chief Dwiggins – I believe it is ongoing. Councilmember Orlando – Oh its ongoing.

Councilmember Harris – I just want to say thank you so much. The firefighters were a big part of this pandemic and we are in kind of the bounce back stage but I know how much work and energy your men

have put in. I just want to let you know and thank you for doing a good job serving the residents of Chandler. Thank you. Chief Dwiggins – Thank you.

Councilmember Lopez – I think back about a year ago and how often we were meeting and all the reports and I kind of miss that maybe we can bring it back sometime. Mayor Hartke – I do not miss weekly exec. sessions.

Wrap up – Joshua H. Wright, Acting City Manager

Acting City Manager, Joshua H. Wright, gave closing remarks. He thanked everyone for attending and for their participation. Then the Mayor and each Councilmember gave their closing remarks

The meeting was adjourned at 3:47 p.m.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: June 10, 2021

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting - All Day Budget Briefing of the City Council of Chandler, Arizona, held on the 23rd day of April 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2021.

_____
City Clerk

Meeting Minutes
City Council Special Meeting

May 24, 2021 | 4:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 4:30 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Mark Stewart
Councilmember OD Harris
Councilmember Terry Roe
Councilmember René Lopez
Councilmember Christine Ellis
Councilmember Matt Orlando

Appointee Attendance
Joshua Wright, Acting City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance
Leah Powell, Neighborhood Resources Director

Set an Executive Session
1. Legal Advice--A.R.S. §§ 38-431.03(A)(3) - Discussion or consultation with the City Attorney for legal advice regarding non-discrimination policies and regulations.

Action Agenda Motion and Vote
Councilmember Harris moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Vice Mayor Stewart.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 4:30 pm.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: June 10, 2021

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 24th day of May 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2021.

_____
City Clerk

Meeting Minutes
City Council Study Session

May 24, 2021 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:00 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Mark Stewart
Councilmember OD Harris
Councilmember René Lopez
Councilmember Terry Roe
Councilmember Christine Ellis
Councilmember Matt Orlando

Appointee Attendance
Joshua Wright, Acting City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Scheduled Public Appearances
MAYOR HARTKE invited Councilmember Harris to join him for the recognitions.

1. Service Recognitions
Zelda Hernandez – 25 Years, Neighborhood Resources

2. Recognition – CIVIC Graduation
MAYOR HARTKE introduced the CIVIC program and hoped that the graduates were able to see the Chandler that Council and City staff see and have worked hard to make. Mayor Hartke encouraged them to continue to be engaged in the community. Mayor Hartke said civic engagement is more important than ever and thanked them for participating. Mayor Hartke thanked staff for their work on this program.

The CIVIC program participants accepted their certificate.

Consent Agenda and Discussion

Airport

1. Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport

   Move City Council pass and adopt Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement.

COUNCILMEMBER ELLIS called for a staff presentation.

STEVEN TURNER, Acting Airport Manager, introduced the item and said this project was identified through the Bond Subcommittee process and was originally planned for 2022 / 2023. Mr. Turner said this would provide better access and increased safety so that animals would not be able to get onto the runway. Mr. Turner said ADOT approached the City with a 77% grant which would leave about $300,000 left for the City to pay. At the time the City said no, because the project was also a high priority for the FAA because of its importance for the safety of the airport. Mr. Turner said ADOT approached the City again with a 90% grant and due to some savings with other projects, staff was able to move this one up a year and get it completed.

COUNCILMEMBER ELLIS said this was a great project and thanked ADOT and staff to make this project happen in a fiscally responsible way.

COUNCILMEMBER ORLANDO asked if this would be a chain link fence or more decorative.

MR. TURNER said it is typically a chain-link fence with a metal sheet that goes down into the ground.

2. Resolution No. 5485 authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls.

   Move City Council pass and adopt Resolution No. 5485, authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls on Runway 4L-22R at Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

COUNCILMEMBER ELLIS called for a staff presentation.

STEVEN TURNER, Acting Airport Manager, introduced the item and said this was identified through the Annual Runway Safety Action Team. Due to the significant increase in construction costs the goods came over what was originally budgeted. Mr. Turner said Chris Andres, Airport Planning Administrator, reached out to the FAA and found they had additional monies that could be awarded for 100% grant match instead of the City having to pay.

COUNCILMEMBER ELLIS thanked staff for their work and to find money elsewhere to get these projects funded.

3. Construction Contract No. AI2003.401 with Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction
   Move City Council award Contract No. AI2003.401 to Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction, in an amount not to exceed $230,541.

City Clerk

4. May 2021 City Council Meeting Minutes
   Move City Council approve the Council meeting minutes of the Work Session, Special Meeting, and Study Session of May 10, 2021; the Micro Retreat of May 12, 2021; Work Session, Regular Meeting, Special Meeting - Budget Amendments, and Special Meeting of May 13, 2021; and Special Meeting of May 17, 2021.

City Manager

5. Agreement No. CM9-918-4069, Amendment No. 2, for Transportation Consulting Services
   Move City Council approve Agreement No. CM9-918-4069, Amendment No. 2, with Jeff Martin Consulting, LLC, for transportation consulting services, in an amount not to exceed $45,000, for the period of June 15, 2021, through June 14, 2022.

Cultural Development

6. Final Adoption of No. Ordinance No. 4971 Purchase Agreement for property located at 51 E. Boston Street
   Move City Council approve Ordinance No. 4971, adopting the provisions of a Purchase Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale of 51 E. Boston Street, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

7. Resolution No. 5487, Authorizing the City Manager or Designee to Approve Applications for Special Events and Temporary or Permanent Extension of Premises for Alcohol Consumption
   Move City Council pass and adopt Resolution No. 5487, authorizing the City Manager or designee to approve applications for special events and temporary or permanent extension of premises for alcohol consumption, resuming application fees with a maximum fee of $100 per application, and resetting time limits for temporary sales and promotional events beginning June 1, 2021.

Development Services

8. Final Adoption of Ordinance 4966, ANX20-0005 Annexation and Initial City Zoning
   Move City Council adopt Ordinance No. 4966 approving ANX20-0005 McKinley Glenn, approving the annexation of approximately 10 acres and Initial City Zoning - east of the southeast corner Chandler Heights and Cooper roads as recommended by Planning staff.

9. Final Adoption of Ordinance No. 4968, PlH20-0063 McKinley Glenn
Move City Council adopt Ordinance No. 4968 approving PLH20-0063 McKinley Glenn, Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for single-family residential, located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

10. Final Adoption of Ordinance No. 4969, PLH20-0065 Dobson/Pecos Development
Move City Council adopt Ordinance No. 4969 approving PLH20-0065, Rezoning from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and Age-Restricted Multi-family, located at the northwest corner of Dobson and Pecos roads, subject to the conditions as recommended by Planning and Zoning Commission.

11. Introduction and Tentative Adoption of Ordinance No. 4973, Adoption of Resolution No. 5480, PLH20-0019/PLH20-0008/PLT20-0009 Commonwealth Lofts
Area Plan
Move City Council approve Resolution No. 5480, PLH20-0019, amending the designated land use in the Downtown South Arizona Avenue Corridor Area Plan on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road from Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac), as recommended by Planning and Zoning Commission.
Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4973 approving PLH20-0008 Rezoning from AG-1 to PAD for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0008 Commonwealth Lofts for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Plat
Move City Council approve Preliminary Plat PLT20-0009 on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the condition recommended by Planning and Zoning Commission.

VICE MAYOR STEWART asked why this was moved from low density to mid density.

KRISTINE GAY, Senior Planner, said the Downtown South Arizona Avenue Corridor Area Plan does recommend 0-6 dwelling units per acre. This project proposes an amendment to the Area Plan for 12-14 units per acre specifically for town homes. Ms. Gay said staff looked to the General Plan for further guidance which says to continue to redevelop Downtown with higher densities, mixed-use, and transit-oriented developments and promote the revitalization of vacant parcels. Ms. Gay said this site is located

at the fringe of Growth Area 1 Downtown Chandler. Staff did not want the density to be as high as Downtown but thought that mid density was appropriate. Ms. Gay said surrounding the property is existing multifamily zoned property where 18 units per acre is permitted or PAD for 17 units per acre. The 12-14 units per acre is still coming in under the 18 units per acre.

VICE MAYOR STEWART confirmed that staff worked with the neighborhood and that they were notified of this project.

MS. GAY said the typical neighborhood outreach process was followed and held neighborhood meetings. Ms. Gay said they did not receive many questions about density and no direct opposition statements about density. Ms. Gay said there were some comments about the design and the applicant did respond to those.

VICE MAYOR STEWART confirmed these would be for sale.

MS. GAY said yes.

COUNCILMEMBER ELLIS said her questions were answered prior to the meeting.

COUNCILMEMBER ROE asked to see the layout. Councilmember Roe asked where the parking would be for all of the units.

MS. GAY presented the diagram which showed the additional parking for guests or additional cars. There are 18 on site shared parking spaces and as the developer improves Commonwealth there would be an additional 14 unstriped parking spaces on the street. The site was designed for the front units to be walked up to, so it makes on street parking much more convenient. There are 32 combined additional parking spaces and each unit would have two spaces in the garages.

COUNCILMEMBER ROE asked if all those units face the direction of the street.

MS. GAY said the front row of the units walk up door does face the on street parking.

VICE MAYOR STEWART asked if there could be some electric vehicle charging stations and more information on where the kids would play.

12. Use Permit Extension, PLH21-0011 North Price Stables
    Move City Council approve Use Permit Extension PLH21-0011 North Price Stables located on the east side of Price Road south of Elliot Road subject to the conditions recommended by Planning and Zoning Commission.

COUNCILMEMBER ELLIS called for a staff presentation.

HARLEY MEHLHORN, Planning Tech, presented the following presentation.

- PLH21-0011 North Price Stables Use Permit Extension
- Location
    - South of the Southeast corner of Elliot and Price Roads
- Request
    - Use Permit extension to continue to allow boarding of horses in residential zone (AG-1)
        - Code allows 9 by right
        - Requesting up to 22
    - Riding stables on parcel smaller than minimum per code
        - AG-1 Minimum 10 acres
        - Subject site 4 acres
- Background
    - In operation for over a decade
    - Four previous Use Permit Approvals
        - 2009 1 year
        - 2010 and 2013 3 year
        - 2016 5 year
    - Horses currently used for psychotherapy sessions
        - Equine assisted psychotherapy
        - Staff includes licensed health professionals and equine specialists
        - Those treated include but are not limited to:
            - Veterans
            - Those struggling with addiction
            - First responders
            - Those struggling with mental health problems
- Neighborhood Outreach
    - Neighborhood meeting held April 26, 2021
        - 4 residents attended, all expressed support
    - 5 additional residents expressed support to staff, 3 provided letters
    - Staff is unaware of any opposition
- Recommendation
    - In conformance with the General Plan
    - Compatible with surrounding land uses
    - Self-contained operations
    - Planning and Zoning Commission and Staff recommend approval with stipulations
        - No further time condition

COUNCILMEMBER ELLIS said this was a great resource for the community and they would be able to help even more people with the additional horses.

MAYOR HARTKE said when this came forward years ago there was more concern from the neighbors and now seeing there is no concern it seems the business has done well being a good neighbor and has gained the community support.

13. Use Permit, PLH21-0006 Infant Swimming Resource
Move City Council approve Use Permit, PLH21-0006 Infant Swimming Resource, located at 2720 E. Coconino Drive, within the Fonte Al Solé subdivision, west of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions recommended by Planning and Zoning Commission.

Information Technology

14. Purchase of Backup and Recovery for Office 365
Move City Council approve the purchase of backup and recovery for Office 365, from vCore Technology Partners, utilizing Omnia Partners Contract No. R191902 in the amount of $118,066, and authorize the City Manager or designee to sign a linking agreement with vCore Technology Partners.

Management Services

15. Resolution No. 5488 Ordering and Calling a Special Bond Election to be held in and for the City of Chandler, Arizona, on November 2, 2021, to Submit to the Qualified Electors thereof the Questions of Authorizing the Issuance and Sale of General Obligation Bonds of the City
Move to pass and adopt Resolution No. 5488 ordering and calling a special bond election to be held in and for the City of Chandler, Arizona, on November 2, 2021, and to submit to the qualified electors thereof the questions of authorizing the issuance and sale of general obligation bonds of the City.

16. Resolution No. 5476, Adopting the Fiscal Year (FY) 2021-22 Tentative Budget and 2022-2031 Tentative Capital Improvement Program (CIP) and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.
Move that City Council pass and adopt Resolution No. 5476, adopting the FY 2021-22 Tentative Budget and 2022-2031 Tentative CIP and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.

VICE MAYOR STEWART asked for a staff presentation.

MATT DUNBAR, Budget Manager, presented the following presentation.

- Resolution 5476 Tentative Budget Adoption
  - 2021-22 Proposed Budget
  - 2022-2031 Capital Improvement Program (CIP)
- FY 2021-22 Proposed Budget
  - Moving Forward Together
  - Total Budget $1,058,074,338
  - Chandler maintains
    - Strong financial position
    - Flexibility to address grant funding opportunities
    - Dedication to great infrastructure
    - Strong reserves

- Opportunities for citizen input and Council deliberation:
  - Budget Survey
  - Budget Kickoff
  - Two Budget Workshops
  - Budget Input Time Social Media Event
  - All-day Budget Briefing
  - Tentative and Final Adoption
- $127M increase or 13.6% from current FY
- Includes $36M in ARPA Grant Funding which is 28% of the increase (9.7% increase w/o ARPA)

- Operating Budget Highlights
  - Slight reduction of City property tax rate and no change to Transaction Privilege Tax (TPT) rates
  - Anticipate Water, Wastewater, and Solid Waste rate changes pending results of Cost of Service Study
  - Budget maintains existing service levels while addressing policy goals from strategic framework
  - Adds funding for labor association commitments and general employee merit/market
  - Plans towards debt reduction: $22M in one-time funding for paydown of Public Safety Personnel Retirement System (PSPRS) liability
  - Maintains strong reserves (includes 15% General Fund contingency reserve and $10M budget stabilization reserve)
- Average Annual Residential Cost Compmarison for Direct Services
  - The average annual cost of service across the valley is $2,137
  - Cost includes Property tax, sales tax, water, wastewater, and solid waste services
  - Estimated Annual Cost
    - Gilbert $1,741
    - Chandler $1,798
    - Tempe $2,181
    - Scottsdale $2,191
    - Peoria $2,196
    - Phoenix $2,354
    - Mesa $2,498
    - Glendale $2,797
  - Tempe Cost of Service Study, July 2020
- Average Residential Cost Comparison for Water, Wastewater, and Solid Waste
  - (5/8" meter and 10,000 gallons single family residential rates for FY 2020-21)
  - Chandler $66
  - Gilbert $ 69
  - Tempe $79
  - Peoria $81
  - Scottsdale $85
  - Phoenix $96
  - Glendale $98

    - Mesa $123
- Capital Improvement Program
    - 2022-2031 Capital Improvement Program (CIP) continues Council priorities
        - Minimizing increases to property taxes
        - Maintaining existing infrastructure
        - Finishing planned construction of parks and streets
        - Addressing public needs
- 2022-2031 CIP Highlights
    - Continued emphasis on maintaining aging streets, parks, airport, utilities, facilities, and technology infrastructure
    - Includes major Water/Wastewater maintenance
    - Adds technology and communications updates and enhancements
    - Adds new requested projects, such as:
        - Forensic Lab facility
        - All phases of Mesquite Groves Park
        - Fiber upgrades
        - Tumbleweed Expansion/Multi-Gen Facility
        - Airport improvements/Cooper Rd. extension
    - $1.27B Total 10 year CIP
- Proposed FY 2021-22 CIP Appropriation (all funds)
    - Total CIP Appropriation $369M
        - Contingency and Reserves $0.25M
        - Capital Carryforward $225.5M
        - New Funding $113.3M
- Fiscal Considerations
    - Now and Moving Forward
    - Recovering off a pandemic year
    - Budget adds grant contingency to allow flexibility in spending of Federal or other grants
    - Potential State tax cut could affect operations
    - Intel's expansion impacts long-term (not included in revenue projections)
    - Impacts of Police position adds in upcoming year
    - FY 2021-22 provides time to discover unknowns and review options to fund long-term needs in a sustainable manner
- For your consideration Resolution 5476 Would approve the Tentative Budget including Council budget amendments

VICE MAYOR STEWART asked that with the 13% increase this year, if next year it would be anticipated to be flat or just slightly higher.

MR. DUNBAR said they would see some flattening, but each year comes with new needs and new projects. This year there is such a large increase, and they are coming off the COVID-19 year which had large reductions in the budget.

VICE MAYOR STEWART asked for more information about increases year over year. Vice Mayor Stewart said lumber costs have increased and inflation is here and if that has been factored into the budget.

MR. DUNBAR said a lot of that is not factored into the construction costs for the CIP but there are contingencies built in which may cover those increases depending on the market demands.

VICE MAYOR STEWART asked if Council should be prepared to see some requests for a bump in the project budgets.

MR. DUNBAR said yes, Council would have discretion over the contingency.

COUNCILMEMBER HARRIS asked if the all-day budget briefing was available for the public to watch.

MR. DUNBAR said all of the notes are available to the public through the City Clerk's Office.

COUNCILMEMBER HARRIS asked if the tentative budget is available online.

MR. DUNBAR said yes. The tentative adoption is tonight so they would be able to view that as well as this presentation. Mr. Dunbar said there would be another chance for public input at the final adoption in June.

COUNCILMEMBER HARRIS asked which day in June.

MR. DUNBAR said June 10.

COUNCILMEMBER HARRIS said he wanted to ensure the citizens are aware they can provide input.

COUNCILMEMBER LOPEZ asked for the website information.

MR. DUNBAR said chandleraz.gov/budget.

MAYOR HARTKE said the tentative adoption would be voted on at the Thursday meeting.

17. Agreement No. WH8-890-3914, Amendment No. 3, for Waterworks Supplies
Move City Council approve Agreement No. WH8-890-3914, Amendment No. 3, with Core and Main, LP, for Waterworks Supplies, in an amount not to exceed $500,000, for the period of June 1, 2021, through May 31, 2022.

18. Purchase of Janitorial and Sanitation Supplies
Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $350,000, for the period of June 1, 2021, through May 31, 2022, and authorize the City Manager or designee to sign a linking agreement with Waxie Sanitary Supply.

19. License Series 12, Restaurant Liquor License application for Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina.
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 148394, a Series 12, Restaurant Liquor License, for Romario A. Ventura, Agent, Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina, located at 474 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 203067.

20. Class B Bingo License for Hope for the Homeless, Inc
Move for recommendation to the Arizona Department of Revenue for approval of State's issuance of a Class B Bingo License, Donald A. O'Neill, Secretary/Treasurer, for Hope for the Homeless, Inc., located at Hob Nob Sports Grill, 7200 W. Chandler Boulevard.

Police Department

21. Sole Source Purchase of Taser Conducted Energy Weapons (CEW)
Move City Council approve the sole source purchase of Taser Conducted Energy Weapons (CEW), from Axon Enterprise, Inc., in the amount of $106,746.70, for year five of the five-year payment plan.

22. Purchase of Dell Laptop Computers and Peripherals
Move City Council approve the purchase of Dell laptop computers and various peripherals, from Dell Marketing, L.P., utilizing State of Arizona Contract No. ADSPO16-098163, in the amount of $800,041, and authorize the City Manager or designee to sign a linking agreement with Dell Marketing, L.P.

23. Purchase of Ammunition from Dooley Enterprise, Inc.
Move City Council approve the purchase of ammunition from Dooley Enterprise, Inc., utilizing State of Arizona Contract No. CTR043672, in the amount of $123,864.87, and authorize the City Manager or designee to sign a linking agreement with Dooley Enterprise, Inc.

Public Works and Utilities

24. Agreement No. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the Purchase of LED Luminaires and Photocontrols
Move City Council approve Agreement No. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the purchase of LED luminaires and photocontrols, in a combined amount not to exceed $380,762, for a one-year period, June 1, 2021, through May 31, 2022, with the option of four additional one-year extensions.

25. Professional Services Agreement No. WW2106.201, with Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services

Move City Council award Professional Services Agreement No. WW2106.201, to Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services, in an amount not to exceed $483,188.

Informational

26. Study Session & Regular Meeting Minutes of April 21, 2021, Planning and Zoning Commission

Adjourn

The meeting was adjourned at 6:35 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 10, 2021

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 24th day of May 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2021.

_____

City Clerk

Meeting Minutes
City Council Special Meeting

May 27, 2021 | 4:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 4:30 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Mark Stewart
Councilmember OD Harris
Councilmember Terry Roe
Councilmember René Lopez
*Councilmember Christine Ellis, attended telephonically
Councilmember Matt Orlando

Appointee Attendance
Joshua Wright, Acting City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

Staff in Attendance
Debra Stapleton, Assistant City Manager
Ryan Peters, Governmental Relations & Policy Manager
John Knudson, Public Works & Utilities Director

Set an Executive Session
1. Contracts—A.R.S. §§ 38-431.03(A)(3) and (A)(4) - Discussion or consultation with the City Attorney for legal advice and in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations relating to utility extension and relocations with Salt River Project.

Action Agenda Motion and Vote
Councilmember Lopez moved to hold an Executive Session Meeting immediately following the Special Meeting; Seconded by Vice Mayor Stewart.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 4:30 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 10, 2021

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 27th day of May 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2021.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

May 27, 2021 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:00 p.m.

Roll Call
Council Attendance
Mayor Kevin Hartke
Vice Mayor Mark Stewart
Councilmember OD Harris
Councilmember Terry Roe
Councilmember René Lopez
*Councilmember Christine Ellis
Councilmember Matt Orlando

Appointee Attendance
Joshua Wright, Acting City Manager
Kelly Schwab, City Attorney
Dana DeLong, City Clerk

*Councilmember Ellis attended the meeting telephonically.

Invocation
The invocation was given by Elder Bruce Lundquist, Faith Church.

Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Orlando.

Consent Agenda and Discussion
Airport

1. Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed $996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport
   Move City Council pass and adopt Resolution No. 5482 authorizing a grant agreement with the Arizona Department of Transportation (ADOT) to accept a grant in an amount not to exceed

$996,750 for the installation of a wildlife exclusion fence at the Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement.

2. Resolution No. 5485 authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls.
   Move City Council pass and adopt Resolution No. 5485, authorizing a grant agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount not to exceed $300,000 for reconstruction of drainage headwalls on Runway 4L-22R at Chandler Municipal Airport; and authorizing the City Manager, or designee, to execute the grant agreement and all other documents necessary to effect the agreement.

3. Construction Contract No. AI2003.401 with Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction
   Move City Council award Contract No. AI2003.401 to Combs Construction Company, Inc., for Runway 4L-22R Headwall Reconstruction, in an amount not to exceed $230,541.

City Clerk

4. May 2021 City Council Meeting Minutes
   Move City Council approve the Council meeting minutes of the Work Session, Special Meeting, and Study Session of May 10, 2021; the Micro Retreat of May 12, 2021; Work Session, Regular Meeting, Special Meeting - Budget Amendments, and Special Meeting of May 13, 2021; and Special Meeting of May 17, 2021.

City Manager

5. Agreement No. CM9-918-4069, Amendment No. 2, for Transportation Consulting Services
   Move City Council approve Agreement No. CM9-918-4069, Amendment No. 2, with Jeff Martin Consulting, LLC, for transportation consulting services, in an amount not to exceed $45,000, for the period of June 15, 2021, through June 14, 2022.

Cultural Development

6. Final Adoption of No. Ordinance No. 4971 Purchase Agreement for property located at 51 E. Boston Street
   Move City Council approve Ordinance No. 4971, adopting the provisions of a Purchase Agreement between Specht Commercial Properties, LLC, and the City of Chandler for the sale of 51 E. Boston Street, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

7. Resolution No. 5487, Authorizing the City Manager or Designee to Approve Applications for Special Events and Temporary or Permanent Extension of Premises for Alcohol Consumption
   Move City Council pass and adopt Resolution No. 5487, authorizing the City Manager or designee to approve applications for special events and temporary or permanent extension of

premises for alcohol consumption, resuming application fees with a maximum fee of $100 per application, and resetting time limits for temporary sales and promotional events beginning June 1, 2021.

Development Services

8. Final Adoption of Ordinance 4966, ANX20-0005 Annexation and Initial City Zoning
Move City Council adopt Ordinance No. 4966 approving ANX20-0005 McKinley Glenn, approving the annexation of approximately 10 acres and Initial City Zoning - east of the southeast corner Chandler Heights and Cooper roads as recommended by Planning staff.

9. Final Adoption of Ordinance No. 4968, PlH20-0063 McKinley Glenn
Move City Council adopt Ordinance No. 4968 approving PLH20-0063 McKinley Glenn, Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for single-family residential, located east of the southeast corner of Chandler Heights and Cooper roads, subject to the conditions as recommended by Planning and Zoning Commission.

10. Final Adoption of Ordinance No. 4969, PLH20-0065 Dobson/Pecos Development
Move City Council adopt Ordinance No. 4969 approving PLH20-0065, Rezoning from AG-1 to PAD for Mixed-Use, Office, Medical Uses, Commercial, Retail, and Age-Restricted Multi-family, located at the northwest corner of Dobson and Pecos roads, subject to the conditions as recommended by Planning and Zoning Commission.

11. Introduction and Tentative Adoption of Ordinance No. 4973, Adoption of Resolution No. 5480, PLH20-0019/PLH20-0008/PLT20-0009 Commonwealth Lofts
Area Plan
Move City Council approve Resolution No. 5480, PLH20-0019, amending the designated land use in the Downtown South Arizona Avenue Corridor Area Plan on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road from Low Density Residential (0-6 dwelling units per acre, du/ac) to Townhome Medium Density Residential (12-14 du/ac), as recommended by Planning and Zoning Commission.
Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 4973 approving PLH20-0008 Rezoning from AG-1 to PAD for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH20-0008 Commonwealth Lofts for townhomes on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Plat

Move City Council approve Preliminary Plat PLT20-0009 on a 3-acre parcel located approximately ¼ of a mile south and west of Chandler Boulevard and McQueen Road subject to the condition recommended by Planning and Zoning Commission.

12. Use Permit Extension, PLH21-0011 North Price Stables
Move City Council approve Use Permit Extension PLH21-0011 North Price Stables located on the east side of Price Road south of Elliot Road subject to the conditions recommended by Planning and Zoning Commission.

13. Use Permit, PLH21-0006 Infant Swimming Resource
Move City Council approve Use Permit, PLH21-0006 Infant Swimming Resource, located at 2720 E. Coconino Drive, within the Fonte Al Solé subdivision, west of the southwest corner of Gilbert and Ocotillo roads, subject to the conditions recommended by Planning and Zoning Commission.

Information Technology

14. Purchase of Backup and Recovery for Office 365
Move City Council approve the purchase of backup and recovery for Office 365, from vCore Technology Partners, utilizing Omnia Partners Contract No. R191902 in the amount of $118,066, and authorize the City Manager or designee to sign a linking agreement with vCore Technology Partners.

Management Services

15. Resolution No. 5488 Ordering and Calling a Special Bond Election to be held in and for the City of Chandler, Arizona, on November 2, 2021, to Submit to the Qualified Electors thereof the Questions of Authorizing the Issuance and Sale of General Obligation Bonds of the City
Move to pass and adopt Resolution No. 5488 ordering and calling a special bond election to be held in and for the City of Chandler, Arizona, on November 2, 2021, and to submit to the qualified electors thereof the questions of authorizing the issuance and sale of general obligation bonds of the City.

16. Resolution No. 5476, Adopting the Fiscal Year (FY) 2021-22 Tentative Budget and 2022-2031 Tentative Capital Improvement Program (CIP) and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.
Move that City Council pass and adopt Resolution No. 5476, adopting the FY 2021-22 Tentative Budget and 2022-2031 Tentative CIP and giving notice of the dates and times for hearing taxpayers, for final adoption of the budget, and for setting the tax levies and tax rates.

17. Agreement No. WH8-890-3914, Amendment No. 3, for Waterworks Supplies
Move City Council approve Agreement No. WH8-890-3914, Amendment No. 3, with Core and Main, LP, for Waterworks Supplies, in an amount not to exceed $500,000, for the period of June 1, 2021, through May 31, 2022.

18. Purchase of Janitorial and Sanitation Supplies
Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $350,000, for the period of June 1, 2021, through May 31, 2022, and authorize the City Manager or designee to sign a linking agreement with Waxie Sanitary Supply.

19. License Series 12, Restaurant Liquor License application for Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina.
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 148394, a Series 12, Restaurant Liquor License, for Romario A. Ventura, Agent, Mexico Magico Y Cantina, LLC, dba Mexico Magico Y Cantina, located at 474 W. Ray Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 203067.

20. Class B Bingo License for Hope for the Homeless, Inc
Move for recommendation to the Arizona Department of Revenue for approval of State's issuance of a Class B Bingo License, Donald A. O'Neill, Secretary/Treasurer, for Hope for the Homeless, Inc., located at Hob Nob Sports Grill, 7200 W. Chandler Boulevard.

Police Department

21. Sole Source Purchase of Taser Conducted Energy Weapons (CEW)
Move City Council approve the sole source purchase of Taser Conducted Energy Weapons (CEW), from Axon Enterprise, Inc., in the amount of $106,746.70, for year five of the five-year payment plan.

22. Purchase of Dell Laptop Computers and Peripherals
Move City Council approve the purchase of Dell laptop computers and various peripherals, from Dell Marketing, L.P., utilizing State of Arizona Contract No. ADSPO16-098163, in the amount of $800,041, and authorize the City Manager or designee to sign a linking agreement with Dell Marketing, L.P.

23. Purchase of Ammunition from Dooley Enterprise, Inc.
Move City Council approve the purchase of ammunition from Dooley Enterprise, Inc., utilizing State of Arizona Contract No. CTR043672, in the amount of $123,864.87, and authorize the City Manager or designee to sign a linking agreement with Dooley Enterprise, Inc.

Public Works and Utilities

24. Agreement No. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the Purchase of LED Luminaires and Photocontrols
Move City Council approve Agreement No. PW1-285-4255, with Consolidated Electrical Distributors dba Arizona Electrical Supply and Border States Electric, for the purchase of LED luminaires and photocontrols, in a combined amount not to exceed $380,762, for a one-year

period, June 1, 2021, through May 31, 2022, with the option of four additional one-year extensions.

25. Professional Services Agreement No. WW2106.201, with Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services
Move City Council award Professional Services Agreement No. WW2106.201, to Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Design Services, in an amount not to exceed $483,188.

Consent Agenda Motion and Vote

Councilmember Harris moved to approve the Consent Agenda of the May 27, 2021, Regular Meeting; Seconded by Councilmember Orlando.

MAYOR HARTKE declared a conflict of interest on Consent Agenda Item No. 11.

Motion carried unanimously (7-0) and Consent Agenda Item No. 11 carried unanimously (6-0).

Informational

26. Study Session & Regular Meeting Minutes of April 21, 2021, Planning and Zoning Commission

Unscheduled Public Appearances

None.

Current Events

Mayor's Announcements

MAYOR HARTKE said school is out for summer and it has been a difficult year for all of the families. Mayor Hartke thanked the school, the families, and students for overcoming the many challenges and congratulated the class of 2021.

MAYOR HARTKE wished everyone a Happy Memorial Day and encouraged everyone to honor the brave men and women who have served the community and our country. Mayor Hartke said there would be a service at the Valley of the Sun Cemetery on May 31 at 9 a.m.

MAYOR HARTKE congratulated the 2021 Women of Chandler awardees: Councilmember Ellis, Michelle Potts, Suzy Vargo, Dawn Lang, and Leah Powell. Mayor Hartke said all of these individuals have an incredible impact on the community and the honor is well deserved. Mayor Hartke said five of the women recognized were from Team Chandler for going above and beyond their roles to ensure the City offers exceptional quality of life.

Council's Announcements

COUNCILMEMBER HARRIS congratulated his children on their graduations. Councilmember Harris said last weekend he was the Grand Marshall at the Black Rodeo and thanked Saba's for helping him look the part.

COUNCILMEMBER LOPEZ encouraged everyone to spend time remembering those service members and send prayers to the families of those who sacrificed their lives and would be at the event on Monday.

COUNCILMEMBER LOPEZ said with summer starting and more people swimming to remember the ABC's. Councilmember Lopez said A is for adult supervision, B for barriers, and C for class. Every drowning is 100% preventable and we need to be observant of children around water even shallow water.

VICE MAYOR STEWART wished everyone a great Memorial Day weekend.

COUNCILMEMBER ROE thanked the public safety officers and staff for all of their hard work and wished everyone a safe Memorial Day weekend.

COUNCILMEMBER ORLANDO said he would also be at the event on Monday. Councilmember Orlando congratulated his graduate.

City Manager's Announcements

JOSHUA WRIGHT, Acting City Manager, thanked Council for their support on the budget and thanked Dawn Lang, Management Services Director, and her staff for their efforts. Mr. Wright thanked Council for their support on the bond election and this has been a very thorough and inclusive process.

Adjourn

The meeting was adjourned at 6:10 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 10, 2021

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 27th day of May 2021. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2021.

_____
City Clerk

ITEM 2

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.** 21-012

Date:	June 7, 2021
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Board and Commission Appointments

Proposed Motion:
Move City Council approve the Board and Commission appointments as recommended.

Board of Appeals
Appoint Michael McElhany

Domestic Violence Commission
Appoint Aleshia Fessel, Alternate for Community Legal Services

Library Board
Appoint Elizabeth Brizel

Mayor's Committee for People with Disabilities
Appoint Patrick Laferty
Appoint Erin Fortner

Mayor's Youth Commission
Reappoint Dhanya Charan
Reappoint Jacob Marson
Reappoint Arman Patra
Reappoint Layth Abdelkarim
Reappoint Amitesh Bharati
Appoint Zoe Soderquist
Appoint Aashika Dupati
Appoint Saahithi Sreekantham
Appoint Gabriela Gant
Appoint Jenna Lee
Appoint Anthony Bushard
Appoint Arnav Nigam
Appoint Ziqing Kuang
Appoint Nivid Singhania
Appoint Dipti Patel
Appoint Sanvi Lamba
Appoint Joseph Bushard

ITEM 3

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Magistrate** **Memo No.** 2021-001

Date:	June 7, 2021
To:	Mayor and Council
From:	Alicia Skupin, City Magistrate
Subject:	Public Defender Agreements

Proposed Motion:

Move City Council to approve Public Defender Agreements between the City of Chandler, Chandler Municipal Court and Jared Allen in the amount of $50,000, Manny Jacobo in the amount of $50,000, Alex Gonzalez in the amount of $50,000, Laurie Grogan in the amount of $50,000, Scott Silva in the amount of $50,000, Michael Smith in the amount of $50,000 and Lynn Arouh (part-time) in the amount of $25,000.

Background/Discussion

Defendants in criminal cases have the right to be represented by an attorney. In some instances, the attorney is court appointed. The court utilizes the services of court appointed attorneys to represent indigent defendants. The proposed contract provides indigent defendants with access to a law office with demonstrated experience and expertise in the field of criminal defense with an office in the East Valley.

Attachments

Agreement - Jared Allen
Agreement - Manny Jacobo
Agreement - Alex Gonzalez
Agreement - Laurie Grogan
Agreement - Scott Silva
Agreement - Michael Smith
Agreement - Lynn Arouh

CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Jared Allen, Law Office of Jared Allen, PLLC ("Contractor"), (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made this ___ day of _____, 20 ____ (Effective Date).

RECITALS

A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

DEFINITIONS:

For purposes of this Agreement, the following definitions apply:

"*Agreement*" means this legal agreement executed between the City and the Contractor.
"*City*" means the City of Chandler, Arizona.
"*Contractor*" means the individual, partnership, or corporation named in the Agreement.
"*Days*" means calendar days.
"*May*" or "*Should*" means something that is not mandatory but permissible.
"*Shall,*" *Will,*" or "*Must*" means a mandatory requirement.

SECTION I: CONTRACT ADMINISTRATOR

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

SECTION II: CONTRACTOR'S SERVICES

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000.00 (FIFTY THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices and receipts and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit.

(a) Record Retention. Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

(b) Audit. At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 City's Contractual Remedies.

(a) Right to Assurance. If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

(b) Right of Offset. City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

(c) Non-exclusive Remedies. The rights and remedies of the City under the Agreement are not exclusive.

5.3 Termination.

(a) Termination for Convenience. City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated and Contractor has not rendered services for a full month, the payment for the month will be prorated accordingly. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

(b) Termination for Cause. City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under the Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City		For the Contractor	
Name:	Alicia M. Skupin	**Name:**	The Law Office of Jared Allen PLLC
Title:	Presiding City Magistrate (Contract Administrator)		
Address:	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	**Address:**	4531 N. 16th St. Ste. 126 Phoenix, AZ 85016
Phone:	480-782-4740	**Phone:**	(602) 456-1982
Email:	alicia.skupin@chandleraz.gov	**Email:**	jared@jsazlaw.com

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.
(a) Alternative Dispute Resolution. The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator .for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by state statute.

5.19 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in

this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.26 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 Modification. Except as expressly provided herein to the contrary, no supplement,

modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.29 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.30 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.34 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.39 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.40 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.41 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR CITY	**FOR CONTRACTOR**
By: _____	By: Jared J. Lee
Mayor	Its: owner

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A
SCOPE AND DESCRIPTION OF SERVICES

A. General

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.

2. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.

3. Contractor shall prepare for and appear at all court proceedings pertaining to assigned defendants, including but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as, appeals to higher courts.

4. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present.

5. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Contractor is relieved from the case by the Court. No substitution of counsel shall be permitted without prior arrangement with the Contract Administrator.

6. Contractor is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Contractor is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee*, 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).

8. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

9. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force, if such service shall cause Contractor's case load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.

10. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.

11. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space,

telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.

12. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.

13. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.

14. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

B. Office

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

C. Assignment of Cases

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

D. Allowable Caseload

1. Contractor's Municipal Court contract caseload shall not exceed 300 misdemeanor cases per year, except at the request of and/or with the express permission of the Contract Administrator. Contractor agrees that s/he will not accept representation of clients, other than indigent persons represented pursuant to the Agreement, to the extent that such representation would increase his/her caseload beyond the guidelines set forth in *State v. Smith*. On cases Contractor views as unusually complicated, Contractor may make a written request to the Contract Administrator that said case to be counted as more than one case toward Contractor's 300 caseload limit. Final determination on such request shall be made by the Contract Administrator. At no time shall Contractor's private practice caseload reach such a volume, during his or her service as a Public Defender, so as to jeopardize Contractor's ability under *State v. Smith* to complete the 300 Municipal Court cases specified in this Agreement.

2. Under the guidelines of the aforementioned case, Contractor's caseload shall be reviewed quarterly during the course of the Agreement to evaluate the number and complexity of cases assigned during the quarter, the amount of time spent on those cases, and Contractor's professional competency to handle the caseload assigned in accordance with the Arizona Rules of Professional Responsibility (DR 6-101 and 7- 101, Rules of the Supreme Court, 17A A.R.S.) and the American Bar Association (ABA) Standards (Standards 4-1.2 an 5-4.3), as cited in *State v. Smith*. Such review may include consultation by City staff with Court magistrates and Contractor, as necessary, to fairly evaluate his/her compliance with the terms of the Agreement.

E. Suspension of Appointments

1. If Contractor's caseload prevents Contractor from providing effective assistance of counsel to each client, Contractor shall move the Court for the suspension of indigent appointments until the case congestion clears.

2. The Court shall set a date to hear the motion within five days from its receipt. If the Court finds that Contractor's indigent caseload is adversely interfering with Contractor's ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further indigent appointments to Contractor for a period not to exceed 30 days.

3. During the suspension of appointments, the Court shall appoint other counsel to represent eligible defendants.

4. It shall be Contractor's obligation to notify the Court immediately when the case congestion has cleared so that appointments may be reinstated to Contractor.

5. During the period of suspension, Contractor shall notify the Court in writing every Monday (or the next business day if Monday is a legal holiday) as to the status of his/her caseload and case congestion.

6. At the expiration of any suspension period ordered by the Court, or earlier if so notified by Contractor, the Court shall conduct a hearing for the purpose of determining whether the suspension should be lifted or a further suspension of appointments not to exceed 30 days should be granted. The suspension affects only the appointment of new clients to Contractor and in no other way releases either Party from other duties or obligations pursuant to the Agreement; provided, however, that City's monthly payments to Contractor will be prorated during any suspension of appointments that exceeds 30 days.

EXHIBIT B
COMPENSATION AND FEES

1. For performance of the duties and responsibilities set forth in this Agreement, Contractor shall receive the maximum amount of $50,000.00 (Fifty Thousand Dollars) per 12-month contract term payable in 12 monthly payments as follows:

Payment Month 1:	$4,163.00
Payment Months 2-12:	$4,167.00

   Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payments shall be prorated for months in which Contractor did not perform services for all or part of the month.

2. The first monthly payment for services under the Agreement shall be made in August 2021 for services performed in July 2021. Contractor shall receive payment only for months in which services are rendered. If the Agreement is terminated and Contractor has not rendered services for the full month, the payment for the month shall be prorated.

3. Compensation paid under the Agreement is for Contractor's services performed through completion of all cases assigned to Contractor during the term of the Agreement. City shall not owe additional compensation to Contractor in excess of the total annual amount under the Agreement for any work performed after the end date of the Agreement (June 30, 2022), on matters assigned on or before the end date of the Agreement. For each extension of the Agreement, City shall not owe additional compensation in excess of the total annual amount for work performed after the end date of any Agreement extension (June 30) for work assigned on or before the end date of the extension.

4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed $50,000.00 (Fifty Thousand Dollars) per 12-month contract term; provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under this Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.

5. *Expert Fees.* The City will be responsible for fees for expert witnesses up to a maximum of $500.00 per year. The $500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.

6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.

7. *Taxes.* Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of $500,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

B. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability

insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

CHANDLER arizona
Community of Innovation

CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Manny Jacobo, Jacobo Law Firm, PLLC("Contractor"), (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made this ___ day of _____, 20 ___ (Effective Date).

RECITALS

A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

DEFINITIONS:

For purposes of this Agreement, the following definitions apply:

"*Agreement*" means this legal agreement executed between the City and the Contractor.
"*City*" means the City of Chandler, Arizona.
"*Contractor*" means the individual, partnership, or corporation named in the Agreement.
"*Days*" means calendar days.
"*May*" or "*Should*" means something that is not mandatory but permissible.
"*Shall,*" *Will,*" or "*Must*" means a mandatory requirement.

SECTION I: CONTRACT ADMINISTRATOR

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

SECTION II: CONTRACTOR'S SERVICES

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000.00 (FIFTY THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices and receipts and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit.

(a) Record Retention. Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

(b) Audit. At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 City's Contractual Remedies.

(a) Right to Assurance. If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

(b) Right of Offset. City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

(c) Non-exclusive Remedies. The rights and remedies of the City under the Agreement are not exclusive.

5.3 Termination.

(a) Termination for Convenience. City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated and Contractor has not rendered services for a full month, the payment for the month will be prorated accordingly. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

(b) Termination for Cause. City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under the Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City		For the Contractor	
Name:	Alicia M. Skupin	**Name:**	Manny A. Jacobo
Title:	Presiding City Magistrate (Contract Administrator)		Jacobo Law Firm, PLLC
Address:	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	**Address:**	3133 W. Frye Rd., Ste. 101 Chandler, AZ 85226
Phone:	480-782-4740	**Phone:**	480 559 2320
Email:	alicia.skupin@chandleraz.gov	**Email:**	jacobolawfirm@gmail.com

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.

(a) Alternative Dispute Resolution. The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator .for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by state statute.

5.19 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in

this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.26 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 Modification. Except as expressly provided herein to the contrary, no supplement,

modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.29 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.30 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.34 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.39 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.40 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.41 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR CITY

By: _____

Mayor

FOR CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A
SCOPE AND DESCRIPTION OF SERVICES

A. General

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.

2. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.

3. Contractor shall prepare for and appear at all court proceedings pertaining to assigned defendants, including but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as, appeals to higher courts.

4. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present.

5. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Contractor is relieved from the case by the Court. No substitution of counsel shall be permitted without prior arrangement with the Contract Administrator.

6. Contractor is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Contractor is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee,* 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).

8. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

9. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force, if such service shall cause Contractor's case load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.

10. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.

11. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space,

telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.

12. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.

13. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.

14. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

B. Office

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

C. Assignment of Cases

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

D. Allowable Caseload

1. Contractor's Municipal Court contract caseload shall not exceed 300 misdemeanor cases per year, except at the request of and/or with the express permission of the Contract Administrator. Contractor agrees that s/he will not accept representation of clients, other than indigent persons represented pursuant to the Agreement, to the extent that such representation would increase his/her caseload beyond the guidelines set forth in *State v. Smith*. On cases Contractor views as unusually complicated, Contractor may make a written request to the Contract Administrator that said case to be counted as more than one case toward Contractor's 300 caseload limit. Final determination on such request shall be made by the Contract Administrator. At no time shall Contractor's private practice caseload reach such a volume, during his or her service as a Public Defender, so as to jeopardize Contractor's ability under *State v. Smith* to complete the 300 Municipal Court cases specified in this Agreement.

2. Under the guidelines of the aforementioned case, Contractor's caseload shall be reviewed quarterly during the course of the Agreement to evaluate the number and complexity of cases assigned during the quarter, the amount of time spent on those cases, and Contractor's professional competency to handle the caseload assigned in accordance with the Arizona Rules of Professional Responsibility (DR 6-101 and 7- 101, Rules of the Supreme Court, 17A A.R.S.) and the American Bar Association (ABA) Standards (Standards 4-1.2 an 5-4.3), as cited in *State v. Smith*. Such review may include consultation by City staff with Court magistrates and Contractor, as necessary, to fairly evaluate his/her compliance with the terms of the Agreement.

E. Suspension of Appointments

1. If Contractor's caseload prevents Contractor from providing effective assistance of counsel to each client, Contractor shall move the Court for the suspension of indigent appointments until the case congestion clears.

2. The Court shall set a date to hear the motion within five days from its receipt. If the Court finds that Contractor's indigent caseload is adversely interfering with Contractor's ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further indigent appointments to Contractor for a period not to exceed 30 days.

3. During the suspension of appointments, the Court shall appoint other counsel to represent eligible defendants.

4. It shall be Contractor's obligation to notify the Court immediately when the case congestion has cleared so that appointments may be reinstated to Contractor.

5. During the period of suspension, Contractor shall notify the Court in writing every Monday (or the next business day if Monday is a legal holiday) as to the status of his/her caseload and case congestion.

6. At the expiration of any suspension period ordered by the Court, or earlier if so notified by Contractor, the Court shall conduct a hearing for the purpose of determining whether the suspension should be lifted or a further suspension of appointments not to exceed 30 days should be granted. The suspension affects only the appointment of new clients to Contractor and in no other way releases either Party from other duties or obligations pursuant to the Agreement; provided, however, that City's monthly payments to Contractor will be prorated during any suspension of appointments that exceeds 30 days.

EXHIBIT B
COMPENSATION AND FEES

1. For performance of the duties and responsibilities set forth in this Agreement, Contractor shall receive the maximum amount of $50,000.00 (Fifty Thousand Dollars) per 12-month contract term payable in 12 monthly payments as follows:

Payment Month 1:	$4,163.00
Payment Months 2-12:	$4,167.00

   Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payments shall be prorated for months in which Contractor did not perform services for all or part of the month.

2. The first monthly payment for services under the Agreement shall be made in August 2021 for services performed in July 2021. Contractor shall receive payment only for months in which services are rendered. If the Agreement is terminated and Contractor has not rendered services for the full month, the payment for the month shall be prorated.

3. Compensation paid under the Agreement is for Contractor's services performed through completion of all cases assigned to Contractor during the term of the Agreement. City shall not owe additional compensation to Contractor in excess of the total annual amount under the Agreement for any work performed after the end date of the Agreement (June 30, 2022), on matters assigned on or before the end date of the Agreement. For each extension of the Agreement, City shall not owe additional compensation in excess of the total annual amount for work performed after the end date of any Agreement extension (June 30) for work assigned on or before the end date of the extension.

4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed $50,000.00 (Fifty Thousand Dollars) per 12-month contract term; provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under this Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.

5. *Expert Fees.* The City will be responsible for fees for expert witnesses up to a maximum of $500.00 per year. The $500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.

6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.

7. *Taxes.* Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of $500,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

B. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability

insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

CHANDLER arizona
Community of Innovation

CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Alex Gonzalez, Attorney at Law ("Contractor"), (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made this ___ day of _____, 20 ___ (Effective Date).

RECITALS

A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

DEFINITIONS:

For purposes of this Agreement, the following definitions apply:

"*Agreement*" means this legal agreement executed between the City and the Contractor.
"*City*" means the City of Chandler, Arizona.
"*Contractor*" means the individual, partnership, or corporation named in the Agreement.
"*Days*" means calendar days.
"*May*" or "*Should*" means something that is not mandatory but permissible.
"*Shall,*" *Will,*" or "*Must*" means a mandatory requirement.

SECTION I: CONTRACT ADMINISTRATOR

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

SECTION II: CONTRACTOR'S SERVICES

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000.00 (FIFTY THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices and receipts and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit.

(a) Record Retention. Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

(b) Audit. At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 City's Contractual Remedies.

(a) Right to Assurance. If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

(b) Right of Offset. City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

(c) Non-exclusive Remedies. The rights and remedies of the City under the Agreement are not exclusive.

5.3 Termination.

(a) Termination for Convenience. City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated and Contractor has not rendered services for a full month, the payment for the month will be prorated accordingly. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

(b) Termination for Cause. City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under the Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

	For the City		For the Contractor
Name:	Alicia M. Skupin	**Name:**	ALEX GONZALEZ
Title:	Presiding City Magistrate (Contract Administrator)		
Address:	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	**Address:**	P.O. Box 13247 TEMPE AZ 85284
Phone:	480-782-4740	**Phone:**	
Email:	alicia.skupin@chandleraz.gov	**Email:**	GONZALEZNSmith@aol.com

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.
(a) Alternative Dispute Resolution. The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator .for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by state statute.

5.19 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in

this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.26 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 Modification. Except as expressly provided herein to the contrary, no supplement,

modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.29 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.30 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.34 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.39 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.40 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.41 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR CITY

By: _____

Mayor

FOR CONTRACTOR

By: _____

Its: Attorney

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A
SCOPE AND DESCRIPTION OF SERVICES

A. General

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.

2. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.

3. Contractor shall prepare for and appear at all court proceedings pertaining to assigned defendants, including but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as, appeals to higher courts.

4. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present.

5. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Contractor is relieved from the case by the Court. No substitution of counsel shall be permitted without prior arrangement with the Contract Administrator.

6. Contractor is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Contractor is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee*, 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).

8. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

9. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force, if such service shall cause Contractor's case load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.

10. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.

11. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space,

telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.

12. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.

13. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.

14. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

B. Office

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

C. Assignment of Cases

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

D. Allowable Caseload

1. Contractor's Municipal Court contract caseload shall not exceed 300 misdemeanor cases per year, except at the request of and/or with the express permission of the Contract Administrator. Contractor agrees that s/he will not accept representation of clients, other than indigent persons represented pursuant to the Agreement, to the extent that such representation would increase his/her caseload beyond the guidelines set forth in *State v. Smith*. On cases Contractor views as unusually complicated, Contractor may make a written request to the Contract Administrator that said case to be counted as more than one case toward Contractor's 300 caseload limit. Final determination on such request shall be made by the Contract Administrator. At no time shall Contractor's private practice caseload reach such a volume, during his or her service as a Public Defender, so as to jeopardize Contractor's ability under *State v. Smith* to complete the 300 Municipal Court cases specified in this Agreement.

2. Under the guidelines of the aforementioned case, Contractor's caseload shall be reviewed quarterly during the course of the Agreement to evaluate the number and complexity of cases assigned during the quarter, the amount of time spent on those cases, and Contractor's professional competency to handle the caseload assigned in accordance with the Arizona Rules of Professional Responsibility (DR 6-101 and 7- 101, Rules of the Supreme Court, 17A A.R.S.) and the American Bar Association (ABA) Standards (Standards 4-1.2 an 5-4.3), as cited in *State v. Smith*. Such review may include consultation by City staff with Court magistrates and Contractor, as necessary, to fairly evaluate his/her compliance with the terms of the Agreement.

E. Suspension of Appointments

1. If Contractor's caseload prevents Contractor from providing effective assistance of counsel to each client, Contractor shall move the Court for the suspension of indigent appointments until the case congestion clears.

2. The Court shall set a date to hear the motion within five days from its receipt. If the Court finds that Contractor's indigent caseload is adversely interfering with Contractor's ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further indigent appointments to Contractor for a period not to exceed 30 days.

3. During the suspension of appointments, the Court shall appoint other counsel to represent eligible defendants.

4. It shall be Contractor's obligation to notify the Court immediately when the case congestion has cleared so that appointments may be reinstated to Contractor.

5. During the period of suspension, Contractor shall notify the Court in writing every Monday (or the next business day if Monday is a legal holiday) as to the status of his/her caseload and case congestion.

6. At the expiration of any suspension period ordered by the Court, or earlier if so notified by Contractor, the Court shall conduct a hearing for the purpose of determining whether the suspension should be lifted or a further suspension of appointments not to exceed 30 days should be granted. The suspension affects only the appointment of new clients to Contractor and in no other way releases either Party from other duties or obligations pursuant to the Agreement; provided, however, that City's monthly payments to Contractor will be prorated during any suspension of appointments that exceeds 30 days.

EXHIBIT B
COMPENSATION AND FEES

1. For performance of the duties and responsibilities set forth in this Agreement, Contractor shall receive the maximum amount of $50,000.00 (Fifty Thousand Dollars) per 12-month contract term payable in 12 monthly payments as follows:

Payment Month 1:	$4,163.00
Payment Months 2-12:	$4,167.00

   Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payments shall be prorated for months in which Contractor did not perform services for all or part of the month.

2. The first monthly payment for services under the Agreement shall be made in August 2021 for services performed in July 2021. Contractor shall receive payment only for months in which services are rendered. If the Agreement is terminated and Contractor has not rendered services for the full month, the payment for the month shall be prorated.

3. Compensation paid under the Agreement is for Contractor's services performed through completion of all cases assigned to Contractor during the term of the Agreement. City shall not owe additional compensation to Contractor in excess of the total annual amount under the Agreement for any work performed after the end date of the Agreement (June 30, 2022), on matters assigned on or before the end date of the Agreement. For each extension of the Agreement, City shall not owe additional compensation in excess of the total annual amount for work performed after the end date of any Agreement extension (June 30) for work assigned on or before the end date of the extension.

4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed $50,000.00 (Fifty Thousand Dollars) per 12-month contract term; provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under this Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.

5. *Expert Fees.* The City will be responsible for fees for expert witnesses up to a maximum of $500.00 per year. The $500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.

6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.

7. *Taxes.* Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of $500,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

B. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability

insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Laurie Grogan, Law Office of Laurie Grogan ("Contractor"), (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made this ___ day of _____, 20 ___ (Effective Date).

RECITALS

A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

DEFINITIONS:

For purposes of this Agreement, the following definitions apply:

"*Agreement*" means this legal agreement executed between the City and the Contractor.
"*City*" means the City of Chandler, Arizona.
"*Contractor*" means the individual, partnership, or corporation named in the Agreement.
"*Days*" means calendar days.
"*May*" or "*Should*" means something that is not mandatory but permissible.
"*Shall,*" *Will,*" or "*Must*" means a mandatory requirement.

SECTION I: CONTRACT ADMINISTRATOR

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

SECTION II: CONTRACTOR'S SERVICES

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000.00 (FIFTY THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices and receipts and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit.

(a) Record Retention. Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

(b) Audit. At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 City's Contractual Remedies.

(a) Right to Assurance. If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

(b) Right of Offset. City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

(c) Non-exclusive Remedies. The rights and remedies of the City under the Agreement are not exclusive.

5.3 Termination.

(a) Termination for Convenience. City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated and Contractor has not rendered services for a full month, the payment for the month will be prorated accordingly. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

(b) Termination for Cause. City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under the Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City		For the Contractor	
Name:	Alicia M. Skupin	**Name:**	Laurie Grogan
Title:	Presiding City Magistrate (Contract Administrator)		
Address:	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	**Address:**	67 S Higley Rd # 103-470 Gilbert, AZ 85296
Phone:	480-782-4740	**Phone:**	(480) 776-7552
Email:	alicia.skupin@chandleraz.gov	**Email:**	lauriegrogan@gmail.com

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.
(a) Alternative Dispute Resolution. The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator .for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by state statute.

5.19 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in

this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.26 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 Modification. Except as expressly provided herein to the contrary, no supplement,

modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.29 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.30 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.34 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.39 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.40 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.41 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement affer the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR CITY

By: _____

Mayor

FOR CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A
SCOPE AND DESCRIPTION OF SERVICES

A. General

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.

2. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.

3. Contractor shall prepare for and appear at all court proceedings pertaining to assigned defendants, including but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as, appeals to higher courts.

4. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present.

5. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Contractor is relieved from the case by the Court. No substitution of counsel shall be permitted without prior arrangement with the Contract Administrator.

6. Contractor is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Contractor is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee,* 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).

8. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

9. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force, if such service shall cause Contractor's case load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.

10. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.

11. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space,

telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.

12. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.

13. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.

14. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

B. Office

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

C. Assignment of Cases

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

D. Allowable Caseload

1. Contractor's Municipal Court contract caseload shall not exceed 300 misdemeanor cases per year, except at the request of and/or with the express permission of the Contract Administrator. Contractor agrees that s/he will not accept representation of clients, other than indigent persons represented pursuant to the Agreement, to the extent that such representation would increase his/her caseload beyond the guidelines set forth in *State v. Smith*. On cases Contractor views as unusually complicated, Contractor may make a written request to the Contract Administrator that said case to be counted as more than one case toward Contractor's 300 caseload limit. Final determination on such request shall be made by the Contract Administrator. At no time shall Contractor's private practice caseload reach such a volume, during his or her service as a Public Defender, so as to jeopardize Contractor's ability under *State v. Smith* to complete the 300 Municipal Court cases specified in this Agreement.

2. Under the guidelines of the aforementioned case, Contractor's caseload shall be reviewed quarterly during the course of the Agreement to evaluate the number and complexity of cases assigned during the quarter, the amount of time spent on those cases, and Contractor's professional competency to handle the caseload assigned in accordance with the Arizona Rules of Professional Responsibility (DR 6-101 and 7- 101, Rules of the Supreme Court, 17A A.R.S.) and the American Bar Association (ABA) Standards (Standards 4-1.2 an 5-4.3), as cited in *State v. Smith*. Such review may include consultation by City staff with Court magistrates and Contractor, as necessary, to fairly evaluate his/her compliance with the terms of the Agreement.

E. Suspension of Appointments

1. If Contractor's caseload prevents Contractor from providing effective assistance of counsel to each client, Contractor shall move the Court for the suspension of indigent appointments until the case congestion clears.

2. The Court shall set a date to hear the motion within five days from its receipt. If the Court finds that Contractor's indigent caseload is adversely interfering with Contractor's ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further indigent appointments to Contractor for a period not to exceed 30 days.

3. During the suspension of appointments, the Court shall appoint other counsel to represent eligible defendants.

4. It shall be Contractor's obligation to notify the Court immediately when the case congestion has cleared so that appointments may be reinstated to Contractor.

5. During the period of suspension, Contractor shall notify the Court in writing every Monday (or the next business day if Monday is a legal holiday) as to the status of his/her caseload and case congestion.

6. At the expiration of any suspension period ordered by the Court, or earlier if so notified by Contractor, the Court shall conduct a hearing for the purpose of determining whether the suspension should be lifted or a further suspension of appointments not to exceed 30 days should be granted. The suspension affects only the appointment of new clients to Contractor and in no other way releases either Party from other duties or obligations pursuant to the Agreement; provided, however, that City's monthly payments to Contractor will be prorated during any suspension of appointments that exceeds 30 days.

EXHIBIT B
COMPENSATION AND FEES

1. For performance of the duties and responsibilities set forth in this Agreement, Contractor shall receive the maximum amount of $50,000.00 (Fifty Thousand Dollars) per 12-month contract term payable in 12 monthly payments as follows:

Payment Month 1:	$4,163.00
Payment Months 2-12:	$4,167.00

   Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payments shall be prorated for months in which Contractor did not perform services for all or part of the month.

2. The first monthly payment for services under the Agreement shall be made in August 2021 for services performed in July 2021. Contractor shall receive payment only for months in which services are rendered. If the Agreement is terminated and Contractor has not rendered services for the full month, the payment for the month shall be prorated.

3. Compensation paid under the Agreement is for Contractor's services performed through completion of all cases assigned to Contractor during the term of the Agreement. City shall not owe additional compensation to Contractor in excess of the total annual amount under the Agreement for any work performed after the end date of the Agreement (June 30, 2022), on matters assigned on or before the end date of the Agreement. For each extension of the Agreement, City shall not owe additional compensation in excess of the total annual amount for work performed after the end date of any Agreement extension (June 30) for work assigned on or before the end date of the extension.

4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed $50,000.00 (Fifty Thousand Dollars) per 12-month contract term; provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under this Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.

5. *Expert Fees.* The City will be responsible for fees for expert witnesses up to a maximum of $500.00 per year. The $500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.

6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.

7. *Taxes.* Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of $500,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

B. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability

insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

CHANDLER arizona
Community of Innovation

CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Scott Silva, Silva Law Firm P.C. ("Contractor"), (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made this ___ day of _____, 20 ____ (Effective Date).

RECITALS

A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

DEFINITIONS:

For purposes of this Agreement, the following definitions apply:

"*Agreement*" means this legal agreement executed between the City and the Contractor.
"*City*" means the City of Chandler, Arizona.
"*Contractor*" means the individual, partnership, or corporation named in the Agreement.
"*Days*" means calendar days.
"*May*" or "*Should*" means something that is not mandatory but permissible.
"*Shall,*" *Will,*" or "*Must*" means a mandatory requirement.

SECTION I: CONTRACT ADMINISTRATOR

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

SECTION II: CONTRACTOR'S SERVICES

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000.00 (FIFTY THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices and receipts and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit.

(a) Record Retention. Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

(b) Audit. At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 City's Contractual Remedies.

(a) Right to Assurance. If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

(b) Right of Offset. City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

(c) Non-exclusive Remedies. The rights and remedies of the City under the Agreement are not exclusive.

5.3 Termination.

(a) Termination for Convenience. City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated and Contractor has not rendered services for a full month, the payment for the month will be prorated accordingly. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

(b) Termination for Cause. City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under the Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

	For the City		For the Contractor
Name:	Alicia M. Skupin	**Name:**	Scott Silva
Title:	Presiding City Magistrate (Contract Administrator)		
Address:	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	**Address:**	90 S. Kyrene Rd Ste 1 Chandler AZ 85226
Phone:	480-782-4740	**Phone:**	
Email:	alicia.skupin@chandleraz.gov	**Email:**	

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.
(a) Alternative Dispute Resolution. The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator .for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by state statute.

5.19 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in

this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.26 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 Modification. Except as expressly provided herein to the contrary, no supplement,

modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.29 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.30 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.34 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.39 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.40 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.41 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR CITY

By: _____

Mayor

FOR CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A
SCOPE AND DESCRIPTION OF SERVICES

A. General

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.

2. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.

3. Contractor shall prepare for and appear at all court proceedings pertaining to assigned defendants, including but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as, appeals to higher courts.

4. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present.

5. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Contractor is relieved from the case by the Court. No substitution of counsel shall be permitted without prior arrangement with the Contract Administrator.

6. Contractor is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Contractor is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee,* 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).

8. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

9. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force, if such service shall cause Contractor's case load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.

10. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.

11. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space,

telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.

12. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.

13. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.

14. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

B. Office

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

C. Assignment of Cases

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

D. Allowable Caseload

1. Contractor's Municipal Court contract caseload shall not exceed 300 misdemeanor cases per year, except at the request of and/or with the express permission of the Contract Administrator. Contractor agrees that s/he will not accept representation of clients, other than indigent persons represented pursuant to the Agreement, to the extent that such representation would increase his/her caseload beyond the guidelines set forth in *State v. Smith*. On cases Contractor views as unusually complicated, Contractor may make a written request to the Contract Administrator that said case to be counted as more than one case toward Contractor's 300 caseload limit. Final determination on such request shall be made by the Contract Administrator. At no time shall Contractor's private practice caseload reach such a volume, during his or her service as a Public Defender, so as to jeopardize Contractor's ability under *State v. Smith* to complete the 300 Municipal Court cases specified in this Agreement.

2. Under the guidelines of the aforementioned case, Contractor's caseload shall be reviewed quarterly during the course of the Agreement to evaluate the number and complexity of cases assigned during the quarter, the amount of time spent on those cases, and Contractor's professional competency to handle the caseload assigned in accordance with the Arizona Rules of Professional Responsibility (DR 6-101 and 7- 101, Rules of the Supreme Court, 17A A.R.S.) and the American Bar Association (ABA) Standards (Standards 4-1.2 an 5-4.3), as cited in *State v. Smith*. Such review may include consultation by City staff with Court magistrates and Contractor, as necessary, to fairly evaluate his/her compliance with the terms of the Agreement.

E. Suspension of Appointments

1. If Contractor's caseload prevents Contractor from providing effective assistance of counsel to each client, Contractor shall move the Court for the suspension of indigent appointments until the case congestion clears.

2. The Court shall set a date to hear the motion within five days from its receipt. If the Court finds that Contractor's indigent caseload is adversely interfering with Contractor's ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further indigent appointments to Contractor for a period not to exceed 30 days.

3. During the suspension of appointments, the Court shall appoint other counsel to represent eligible defendants.

4. It shall be Contractor's obligation to notify the Court immediately when the case congestion has cleared so that appointments may be reinstated to Contractor.

5. During the period of suspension, Contractor shall notify the Court in writing every Monday (or the next business day if Monday is a legal holiday) as to the status of his/her caseload and case congestion.

6. At the expiration of any suspension period ordered by the Court, or earlier if so notified by Contractor, the Court shall conduct a hearing for the purpose of determining whether the suspension should be lifted or a further suspension of appointments not to exceed 30 days should be granted. The suspension affects only the appointment of new clients to Contractor and in no other way releases either Party from other duties or obligations pursuant to the Agreement; provided, however, that City's monthly payments to Contractor will be prorated during any suspension of appointments that exceeds 30 days.

EXHIBIT B
COMPENSATION AND FEES

1. For performance of the duties and responsibilities set forth in this Agreement, Contractor shall receive the maximum amount of $50,000.00 (Fifty Thousand Dollars) per 12-month contract term payable in 12 monthly payments as follows:

Payment Month 1:	$4,163.00
Payment Months 2-12:	$4,167.00

   Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payments shall be prorated for months in which Contractor did not perform services for all or part of the month.

2. The first monthly payment for services under the Agreement shall be made in August 2021 for services performed in July 2021. Contractor shall receive payment only for months in which services are rendered. If the Agreement is terminated and Contractor has not rendered services for the full month, the payment for the month shall be prorated.

3. Compensation paid under the Agreement is for Contractor's services performed through completion of all cases assigned to Contractor during the term of the Agreement. City shall not owe additional compensation to Contractor in excess of the total annual amount under the Agreement for any work performed after the end date of the Agreement (June 30, 2022), on matters assigned on or before the end date of the Agreement. For each extension of the Agreement, City shall not owe additional compensation in excess of the total annual amount for work performed after the end date of any Agreement extension (June 30) for work assigned on or before the end date of the extension.

4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed $50,000.00 (Fifty Thousand Dollars) per 12-month contract term; provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under this Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.

5. *Expert Fees.* The City will be responsible for fees for expert witnesses up to a maximum of $500.00 per year. The $500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.

6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.

7. *Taxes.* Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of $500,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

B. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability

insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

CHANDLER arizona
Community of Innovation

CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Michael Smith, Attorney at Law ("Contractor"). (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made this ___ day of _____, 20 ___ (Effective Date).

RECITALS

A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

DEFINITIONS:

For purposes of this Agreement, the following definitions apply:

"*Agreement*" means this legal agreement executed between the City and the Contractor.
"*City*" means the City of Chandler, Arizona.
"*Contractor*" means the individual, partnership, or corporation named in the Agreement.
"*Days*" means calendar days.
"*May*" or "*Should*" means something that is not mandatory but permissible.
"*Shall*," "*Will*," or "*Must*" means a mandatory requirement.

SECTION I: CONTRACT ADMINISTRATOR

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

SECTION II: CONTRACTOR'S SERVICES

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed $50,000.00 (FIFTY THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices and receipts and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit.

(a) Record Retention. Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

(b) Audit. At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 City's Contractual Remedies.

(a) Right to Assurance. If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

(b) Right of Offset. City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

(c) Non-exclusive Remedies. The rights and remedies of the City under the Agreement are not exclusive.

5.3 Termination.

(a) Termination for Convenience. City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated and Contractor has not rendered services for a full month, the payment for the month will be prorated accordingly. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

(b) Termination for Cause. City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under the Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City		For the Contractor	
Name:	Alicia M. Skupin	**Name:**	**Michael J. Smith**
Title:	Presiding City Magistrate (Contract Administrator)		**Attorney at Law**
Address:	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	**Address:**	**P.O. Box 94328 Phoenix, AZ 85070**
Phone:	480-782-4740	**Phone:**	**(602) 228-9938**
Email:	alicia.skupin@chandleraz.gov	**Email:**	**gonzalezandsmith@aol.com**

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.
(a) Alternative Dispute Resolution. The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator .for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by state statute.

5.19 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in

this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.26 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 Modification. Except as expressly provided herein to the contrary, no supplement,

modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.29 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.30 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.34 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.39 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.40 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.41 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR CITY

By: _____

Mayor

FOR CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A
SCOPE AND DESCRIPTION OF SERVICES

A. General

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.

2. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.

3. Contractor shall prepare for and appear at all court proceedings pertaining to assigned defendants, including but not limited to, pretrial conferences, motions, jury and non-jury trials, evidentiary hearings, sentence reviews, revocation of probation hearings, special hearings, oral arguments, sentencings, order to show cause hearings, appeal proceedings, and special actions, as well as, appeals to higher courts.

4. Contractor will not be required to be present at arraignments except where the defendant requests appointment of counsel and qualifies for a Public Defender. In these instances, the arraignment will be continued until the time of a pretrial hearing, when Contractor shall be present.

5. Once appointed, Contractor shall represent each defendant throughout all stages of the proceedings, including appeals and other appropriate post-conviction relief, until Contractor is relieved from the case by the Court. No substitution of counsel shall be permitted without prior arrangement with the Contract Administrator.

6. Contractor is responsible for providing personal consultation with clients prior to pretrial disposition conferences when requested or otherwise appropriate. Contractor is required to maintain personal contact with defendant until the case is terminated and is required to use reasonable diligence in notifying defendant of official court action resulting from defendant's nonappearance at a scheduled court session (proof of such notice must be supplied upon request).

7. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee*, 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).

8. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

9. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force, if such service shall cause Contractor's case load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.

10. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.

11. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space,

telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.

12. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.

13. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.

14. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

B. Office

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

C. Assignment of Cases

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

D. Allowable Caseload

1. Contractor's Municipal Court contract caseload shall not exceed 300 misdemeanor cases per year, except at the request of and/or with the express permission of the Contract Administrator. Contractor agrees that s/he will not accept representation of clients, other than indigent persons represented pursuant to the Agreement, to the extent that such representation would increase his/her caseload beyond the guidelines set forth in *State v. Smith*. On cases Contractor views as unusually complicated, Contractor may make a written request to the Contract Administrator that said case to be counted as more than one case toward Contractor's 300 caseload limit. Final determination on such request shall be made by the Contract Administrator. At no time shall Contractor's private practice caseload reach such a volume, during his or her service as a Public Defender, so as to jeopardize Contractor's ability under *State v. Smith* to complete the 300 Municipal Court cases specified in this Agreement.

2. Under the guidelines of the aforementioned case, Contractor's caseload shall be reviewed quarterly during the course of the Agreement to evaluate the number and complexity of cases assigned during the quarter, the amount of time spent on those cases, and Contractor's professional competency to handle the caseload assigned in accordance with the Arizona Rules of Professional Responsibility (DR 6-101 and 7- 101, Rules of the Supreme Court, 17A A.R.S.) and the American Bar Association (ABA) Standards (Standards 4-1.2 an 5-4.3), as cited in *State v. Smith*. Such review may include consultation by City staff with Court magistrates and Contractor, as necessary, to fairly evaluate his/her compliance with the terms of the Agreement.

E. Suspension of Appointments

1. If Contractor's caseload prevents Contractor from providing effective assistance of counsel to each client, Contractor shall move the Court for the suspension of indigent appointments until the case congestion clears.

2. The Court shall set a date to hear the motion within five days from its receipt. If the Court finds that Contractor's indigent caseload is adversely interfering with Contractor's ability to provide effective legal assistance, the Court, in the interest of justice, may suspend further indigent appointments to Contractor for a period not to exceed 30 days.

3. During the suspension of appointments, the Court shall appoint other counsel to represent eligible defendants.

4. It shall be Contractor's obligation to notify the Court immediately when the case congestion has cleared so that appointments may be reinstated to Contractor.

5. During the period of suspension, Contractor shall notify the Court in writing every Monday (or the next business day if Monday is a legal holiday) as to the status of his/her caseload and case congestion.

6. At the expiration of any suspension period ordered by the Court, or earlier if so notified by Contractor, the Court shall conduct a hearing for the purpose of determining whether the suspension should be lifted or a further suspension of appointments not to exceed 30 days should be granted. The suspension affects only the appointment of new clients to Contractor and in no other way releases either Party from other duties or obligations pursuant to the Agreement; provided, however, that City's monthly payments to Contractor will be prorated during any suspension of appointments that exceeds 30 days.

EXHIBIT B
COMPENSATION AND FEES

1. For performance of the duties and responsibilities set forth in this Agreement, Contractor shall receive the maximum amount of $50,000.00 (Fifty Thousand Dollars) per 12-month contract term payable in 12 monthly payments as follows:

Payment Month 1:	$4,163.00
Payment Months 2-12:	$4,167.00

   Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payments shall be prorated for months in which Contractor did not perform services for all or part of the month.

2. The first monthly payment for services under the Agreement shall be made in August 2021 for services performed in July 2021. Contractor shall receive payment only for months in which services are rendered. If the Agreement is terminated and Contractor has not rendered services for the full month, the payment for the month shall be prorated.

3. Compensation paid under the Agreement is for Contractor's services performed through completion of all cases assigned to Contractor during the term of the Agreement. City shall not owe additional compensation to Contractor in excess of the total annual amount under the Agreement for any work performed after the end date of the Agreement (June 30, 2022), on matters assigned on or before the end date of the Agreement. For each extension of the Agreement, City shall not owe additional compensation in excess of the total annual amount for work performed after the end date of any Agreement extension (June 30) for work assigned on or before the end date of the extension.

4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed $50,000.00 (Fifty Thousand Dollars) per 12-month contract term; provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under this Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.

5. *Expert Fees.* The City will be responsible for fees for expert witnesses up to a maximum of $500.00 per year. The $500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.

6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.

7. *Taxes.* Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of $500,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

B. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability

insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

CHANDLER arizona
Community of Innovation

CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between the City of Chandler ("City"), an Arizona municipal corporation, by its Mayor, and Lynn Arouh, Lynn Arouh, PLLC ("Contractor"), (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties") and made this ___ day of _____, 20 ___ (Effective Date).

RECITALS

A. City proposes to contract for public defense representation for eligible persons with matters before the Chandler Municipal Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor represents that he or she is licensed to practice law in Arizona and is qualified by reason of competence, training, and experience to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

DEFINITIONS
For purposes of this Agreement, the following definitions apply:

"*Agreement*" means this legal agreement executed between the City and the Contractor.
"*City*" means the City of Chandler, Arizona.
"*Contractor*" means the individual, partnership, or corporation named in the Agreement.
"*Days*" means calendar days.
"*May*" or "*Should*" means something that is not mandatory but permissible.
"*Shall,*" *Will,*" or "*Must*" means a mandatory requirement.

SECTION I: CONTRACT ADMINISTRATOR

Contractor shall act under the authority and approval of the Presiding City Magistrate of the Chandler Municipal Court, or designee, ("Contract Administrator") to provide the services required by the Agreement.

SECTION II: CONTRACTOR'S SERVICES

This is a personal services contract. Contractor must perform the services described in Exhibit A to City's satisfaction within the terms and conditions of this Agreement and with the care and skill that a person who provides similar services exercises under similar conditions.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, commencing on July 1, 2021, and terminating on June 30, 2022, unless sooner terminated in accordance with the provisions herein. City and Contractor may mutually agree to extend the Agreement for up to two additional terms of one year each, or portions thereof. The Contract Administrator, at his/her sole discretion, is authorized to approve and execute the extensions on behalf of City. City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees, as more fully described in Exhibit B, for performance of the services approved and accepted by the City under this Agreement must not exceed $25,000.00 (TWENTY FIVE THOUSAND DOLLARS) per year. Contractor must submit requests for payment of services provided during the previous billing period no later than the 7th day of each month and must include, as applicable, detailed invoices reflecting hours worked and a narrative description of the tasks accomplished during the billing period as set forth in Exhibit B. City will make payment for approved and accepted services within 30 days of City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit.

(a) Record Retention. Contractor shall retain and shall contractually require each substitute attorney to retain all data and other records relating to the performance of and service rendered under this Agreement for a period of five years after completion of the Agreement.

(b) Audit. At any time during the term of the Agreement and up to five years thereafter, the books and records of Contractor or any substitute attorney shall be subject to audit by the City to the extent that the books and records relate to the performance of the Agreement or a subcontract hereunder. Upon request, Contractor shall produce a legible copy of any or all such records.

5.2 City's Contractual Remedies.

(a) Right to Assurance. If City in good faith has reason to believe Contractor does not intend, or is unable, to perform or continue performing under the Agreement, the Contract Administrator may demand, in writing, that Contractor provide a written assurance of intent to perform. Failure by Contractor to provide written assurance within the time period specified in the demand may, at the option of the City, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or the Agreement.

(b) Right of Offset. City shall be entitled to offset against any sums due Contractor, any expenses or costs incurred by City, or damages assessed by City concerning Contractor's nonconforming performance or failure to perform the Agreement, including expenses to bring in substitute counsel and other costs and damages incurred by City.

(c) Non-exclusive Remedies. The rights and remedies of the City under the Agreement are not exclusive.

5.3 Termination.

(a) Termination for Convenience. City and Contractor hereby agree to the full performance of the covenants contained herein, except that either Party may terminate the Agreement or any part thereof for its sole convenience with 60 days advance written notice. In the event of such termination, Contractor shall immediately cease all work hereunder. If the Agreement is terminated and Contractor has not rendered services for a full month, the payment for the month will be prorated accordingly. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items.

(b) Termination for Cause. City may, upon written notice, terminate the Agreement for Cause for any one or more of the following non-exclusive grounds: (i) Contractor fails to perform pursuant to the terms of this Agreement, (ii) Contractor willfully or repeatedly disregards the procedures required by the Court, (iii) Contractor demonstrates a continued inability to adequately serve the interests of his or her clients, (iv) Contractor fails to abide by the standards of performance and rules of professional conduct, (v) Contractor fails to maintain his/her license to practice law in Arizona in good standing, (vi) Contractor is adjudged a bankrupt or insolvent, (vii) Contractor makes a general assignment for the benefit of creditors, (viii) A trustee or receiver is appointed for Contractor or for any of Contractor's property (ix) Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (x) Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, (xi) Contractor fails to cure default within the time requested, or (xii) any other cause which has substantially impaired Contractor's ability to provide adequate services under the Agreement. Where the Agreement has been so terminated by City, Contractor shall continue to perform in accordance with the requirements of the Agreement up to the date of termination as set forth in the termination notice. The termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.5 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under the Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in the Agreement. City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by Contractor, Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.6 Cooperation and Further Documentation. Contractor agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.7 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City		For the Contractor	
Name:	Alicia M. Skupin	**Name:**	Lynn Arouh
Title:	Presiding City Magistrate (Contract Administrator)		
Address:	P.O. Box 4008, Mail Stop 302 Chandler, AZ 85244-4008	**Address:**	4960 S. Gilbert Rd. Ste. 1-615
Phone:	480-782-4740	**Phone:**	480-275-0961
Email:	alicia.skupin@chandleraz.gov	**Email:**	lynnra@yahoo.com

5.8 Professional Licenses. Beginning with the Effective Date and for the full term of this Agreement and any extension thereof, Contractor must at all times remain an active member in good standing of the State Bar of Arizona. Contractor shall immediately inform the Contract Administrator of any changes in the status of Contractor's license to practice law in Arizona. Contractor's failure to maintain active membership in good standing and/or failure to promptly apprise the Contract Administrator of changes in status may result in immediate termination of the Agreement. City may, upon written notice to Contractor, immediately terminate the Agreement if the City determines Contractor has been disbarred, suspended, or otherwise lawfully prohibited from practicing law.

5.9 Disputes.
(a) Alternative Dispute Resolution. The Parties agree that there shall be a 60 day resolution period commencing on the day a claim is filed by Contractor pursuant to A.R.S. § 12-821.01 during which time the Parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

(b) Fees and Costs. Except as otherwise agreed by the Parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorneys' fees, expert witness fees, and costs including, as applicable, arbitrator fees; provided, however, that no award of attorneys' fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

5.10 Acceptance and Documentation. Contractor's work shall be reviewed and approved by the Contract Administrator to determine acceptability. Contractor shall maintain current case logs and final disposition records, and shall provide written reports, as requested, to facilitate the Contract Administrator's evaluation of Contractor's performance under this Agreement.

5.11 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.12 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.13 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.14 Substitute Counsel. Prior to beginning the work, the Contractor must furnish the Contract Administrator for approval the names of any substitute attorneys to be used under this Agreement. Any subsequent changes are subject to the City's prior written approval.

5.15 Mandatory Notification. Contractor shall report to the Contract Administrator any Bar complaint, malpractice claim, or lawsuit in which a determination, finding, or decision adverse to Contractor has been made within three (3) work days of becoming aware of or receiving notice of the existence or occurrence of such complaint, determination, finding, or decision. Contractor shall report any arrest or conviction to the Contract Administrator as soon as possible after the arrest or conviction and before

performing any additional services under the Agreement. Contractor's failure to provide such mandatory notifications constitutes a material breach of the Agreement.

5.16 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.17 Compliance with Federal Laws. Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.18 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel as defined by state statute.

5.19 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.20 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.21 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.22 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.23 Advertising, Publishing, and Promotion of Contract. Contractor shall not use, advertise, or otherwise promote information related to the Agreement or the services provided hereunder for commercial benefit without the prior written consent of City.

5.24. Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor

or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days affer completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.25 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.26 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.27 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.28 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.29 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.30 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.31 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.32 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.33 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.34 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.35 Document/Information Release. Documents and materials released to Contractor, which are identified by the City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.36 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements

5.37 Waiver of Workers' Compensation Benefits. If a sole proprietor, Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits.

5.38 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.39 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Contractor may assign, sublet, or transfer its interest in this

Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.40 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.41 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR CITY

By: _____

Mayor

FOR CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk

EXHIBIT A
SCOPE AND DESCRIPTION OF SERVICES

A. General

1. Contractor shall provide public defense services to eligible indigent defendants assigned to Contractor by a judicial officer of the Chandler Municipal Court.

2. Contractor shall prepare for and appear at in-custody/jail court arraignment proceedings every Monday, Tuesday, Wednesday, and Thursday the Court is open for business.

3. Contractor shall provide legal services as advisory counsel for indigent defendants in connection with in-custody/jail court arraignments.

4. Contractor may, from time to time, be assigned to appear at additional hearings and proceedings as directed by the Contract Administrator.

5. On any day the Court is open, Contractor may be required to appear in any division of the Court as determined by the Court schedule. The Court schedule will not be changed arbitrarily and without prior consideration of Contractor's schedule.

6. Contractor shall conduct the defense of all indigent defendants in conformance with the minimum standards and requirements set forth in applicable precedent including *State v. Watson*, 134 Ariz. 1, 653 P.2d. 351 (Ariz. 1982); *State v. Smith*, 140 Arizona 355, 681 P.2d 1374 (Ariz. 1984); and *State v. Lee,* 142 Ariz. 210, 689 P.2d 153 (Ariz. 1984).

7. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the events described above. Substitute counsel shall not be used routinely. In general, substitute counsel should be used only when Contractor cannot provide public defense services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of public defense services without the prior written consent of the Contract Administrator. Such consent shall not be arbitrarily or unreasonably withheld or withdrawn.

8. Contractor shall not serve as a contract Public Defender in any other court while this Agreement with the City is in force if such service will conflict with Contractor's obligations under the Agreement or cause Contractor's work load to exceed the minimum standards and requirements imposed by Arizona Supreme Court precedent.

9. The Court will provide interpreters for non-English speaking defendants for all in court and pretrial proceedings. Contractor shall provide, at his or her own expense, interpreters for all out-of-court matters.

10. Contractor shall pay all costs incurred in the representation of indigent defendants assigned by the Court pursuant to this agreement including, but not limited to, costs of office space, telephones, transportation, photographs (including photocopies of discoverable materials), photocopies, office supplies, office overhead, reports, secretarial services, and out-of-court interpreters. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.

11. In the event a case involves two or more defendants or Contractor declares a conflict of interest, a magistrate may assign one or more defendants to another Public Defender.

12. The City will provide required forms for defendants to prepare and submit to the Court to determine a defendant's indigency. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. Contractor may request a review of the indigence of any defendant assigned to Contractor. If a magistrate makes a determination of non-indigence of a defendant and allows Contractor to

withdraw, Contractor shall not represent the defendant in that case for a fee. Contractor shall not solicit his public defender clients for future representation for a fee.

13. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure

B. Office

Contractor shall have an office or make arrangements to use an office that is located within the East Valley to provide personal consultation with clients when requested and otherwise appropriate.

C. Assignment of Cases

The Court shall determine the assignment of all indigent cases to Contractor. The City retains the exclusive right to assign cases based on the ability of Contractor to meet the City's calendars and schedule and Contractor's expertise in relation to each case.

EXHIBIT B
COMPENSATION AND FEES

1. For performance of the duties and responsibilities set forth in this Agreement, Contractor shall receive the maximum amount of $25,000.00 (Twenty-Five Thousand Dollars) per 12-month contract term payable in 12 monthly payments as follows:

   Payment Month 1: $2,087.00

   Payment Months 2-12: $2,083.00

   Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, (iv) the hours worked on each case, and (v) a general description of the services provided. Payments shall be prorated for months in which Contractor did not perform services for all or part of the month.

2. The first monthly payment for services under the Agreement shall be made in August 2021 for services performed in July 2021.

3. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe additional compensation to Contractor in excess of the total annual amount under the Agreement for any work performed after the end date of the Agreement (June 30, 2022), on matters assigned on or before the end date of the Agreement. For each extension of the Agreement, City shall not owe additional compensation in excess of the total annual amount for work performed after the end date of any Agreement extension (June 30) for work assigned on or before the end date of the extension.

4. The total amount payable to Contractor for services rendered under the Agreement shall not exceed $25,000.00 (Twenty-Five Thousand Dollars); provided, however, the Contract Administrator may, for good cause, approve a contract amendment increasing the compensation to be paid under the Agreement by up to 10 percent. Any amendment to the Agreement shall be in writing and signed by both parties.

5. *Travel Time*. Travel time to and from the Court is not compensable.

6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.

7. *Taxes*. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

EXHIBIT C
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of $500,000 each claim and $1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

Proof of coverage and effective dates thereof shall be submitted to the Presiding City Magistrate (Contract Administrator) at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

B. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability

insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

C. *Insurance Cancellation during Term of Agreement.*

1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

ITEM 4

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** CC21-027FA

Date: June 7, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Derek D. Horn, Development Services Director
From: Kristine Gay, Senior Planner
Subject: PLH20-0019 Commonwealth Lofts
Final Adoption of Ordinance No. 4973

Request: Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for townhomes
Location: 699 E. Commonwealth Avenue, approximately ¼ of a mile south and west of Chandler Boulevard
Applicant: Pew and Lake, P.L.C.

Proposed Motion:

Rezoning
Move City Council adopt Ordinance No. 4973 approving PLH20-0019 Commonwealth Lofts, Rezoning from Agricultural (AG-1) District to Planned Area Development (PAD) for townhomes located at 699 E. Commonwealth Avenue, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

Site is currently undeveloped and zoned for agricultural land uses.
3.0 net-acre site fronting on unimproved portion of Commonwealth Avenue

This ordinance was introduced and tentatively adopted by City Council on May 24, 2021.

Surrounding Land Use Data:

North	Commonwealth Avenue then single-family dwellings	South	Single-family dwellings
East	Vacant land then church	West	Single-family dwellings then multi-family dwellings

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Growth Area 1, Downtown Chandler	No Change
Downtown South Arizona Avenue Corridor Area Plan	Townhome, 12-14 dwelling units per acre	No Change

Proposed Development

Units	39 Townhome lots 12.8 du/ac
Parking	2 garage spaces per unit 18 on-site guest parking spaces +/- 14 new on-street public parking spaces
Open Space	6.5' private patio space per unit Turfed retention court yards Bocce Ball court and cabana grill area
Building Height	2-stories 27.5 feet tall to top of parapet
Building Design	Primary materials include stucco and stone Roof design includes concrete tile accent roofs, metal canopies, and flat parapet roofline Patio wall to be aesthetically vented stucco with welded mesh doors.

Review and Recommendation

Staff finds the proposed rezoning aligns with the goals of the General Plan.
The General Plan identifies the site as being located with Growth Area 1, Downtown Chandler which calls for the revitalization of vacant parcels and higher densities.

The units are organized in an easily navigated layout that results in the majority of the frontage being occupied by patio spaces and front doors that are visible from the public sidewalk instead of garages. This will help "activate" the area and provide a pleasant and safe-feeling environment for this portion of Commonwealth Avenue by creating opportunities for neighbors to interact and by increasing visibility of the street by residents. To accommodate garage parking while being sensitive to nearby single-family homes, the applicant has proposed two-story units instead of three-story units. To further consider privacy, instead of providing living room space on the second floor, two non-master bedrooms without balconies are proposed in the rear of the units.

Staff finds this proposal balances the General Plan's guidance to increase density, providing a transition between old and new development, promoting a compatible mix of housing types, and promoting civic engagement.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Land Use and Zoning Code.
- To comply with CDC social distancing guidelines, the applicant hosted a digital neighborhood meeting via Zoom on September 8, 2020
- Four households attended the meeting where a variety of questions were asked regarding wall height, irrigation, building height, unit cost, and landscaping. The applicant answered each question, after which there was no opposition shared.
- One resident preferred that the open space of the Commonwealth Avenue right-of-way remain. The applicant explained that a portion of the unimproved land includes right-of-way that has been reserved for the proposed roadway.
  A question was asked about irrigation to adjoining properties. The applicant confirmed that irrigation will be preserved and underground as desired to adjoining properties.
- As of writing this memo, Planning staff has not received opposition from residents regarding the proposal.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 5, 2021
Motion to Approve
In Favor: 6 Opposed: 0

Recommended Conditions of Approval

Planning staff find the request is in compliance with the General Plan and Planning and Zoning Commission recommends the City Council approve the rezoning from AG-1 to PAD for Townhomes subject to the following conditions:

1. Development of the overall site shall be in substantial conformance with the Development Booklet, entitled, "Commonwealth Lofts" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0008, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. Residential dwelling units shall be permitted with a maximum density of 13 dwelling units per acre.

5.. No building façade shall be closer than 15' from the right-of-way line of Commonwealth Avenue.

6. No building façade shall be closer than 25' from the common shared property lines located on the east, west, and south of the overall site.

Attachments

Ordinance
Vicinity Maps
Development Booklet

ORDINANCE NO. 4973

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR TOWNHOMES AS SHOWN IN CASE PLH20-0008 (COMMONWEALTH LOFTS) LOCATED AT 699 E. COMMONWEALTH AVENUE WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

WHEREAS, the application has been published in a local newspaper with general circulation in the City of Chandler, giving fifteen (15) days' notice of time, place, and date of public hearing; and

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to the public hearing; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission as required by the Zoning Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said lots are hereby rezoned from AG-1 to PAD for townhomes, subject to the following conditions:

1. Development of the overall site shall be in substantial conformance with the Development Booklet, entitled, "Commonwealth Lofts" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0008, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

4. Residential dwelling units shall be permitted with a maximum density of 13 dwelling units per acre.

5. No building façade shall be closer than 15' from the right-of-way line of Commonwealth Avenue.

6. No building façade shall be closer than 25' from the common shared property lines located on the east, west, and south of the overall site.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2021.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4973 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

"EXHIBIT A"

That portion of Northwest quarter of the Northeast quarter of Section 34, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 34,

Thence East (assumed bearing) along the Southerly line of the Northwest quarter of the Northeast quarter of Section 34, a distance of 876.54 feet to the True Point of Beginning;

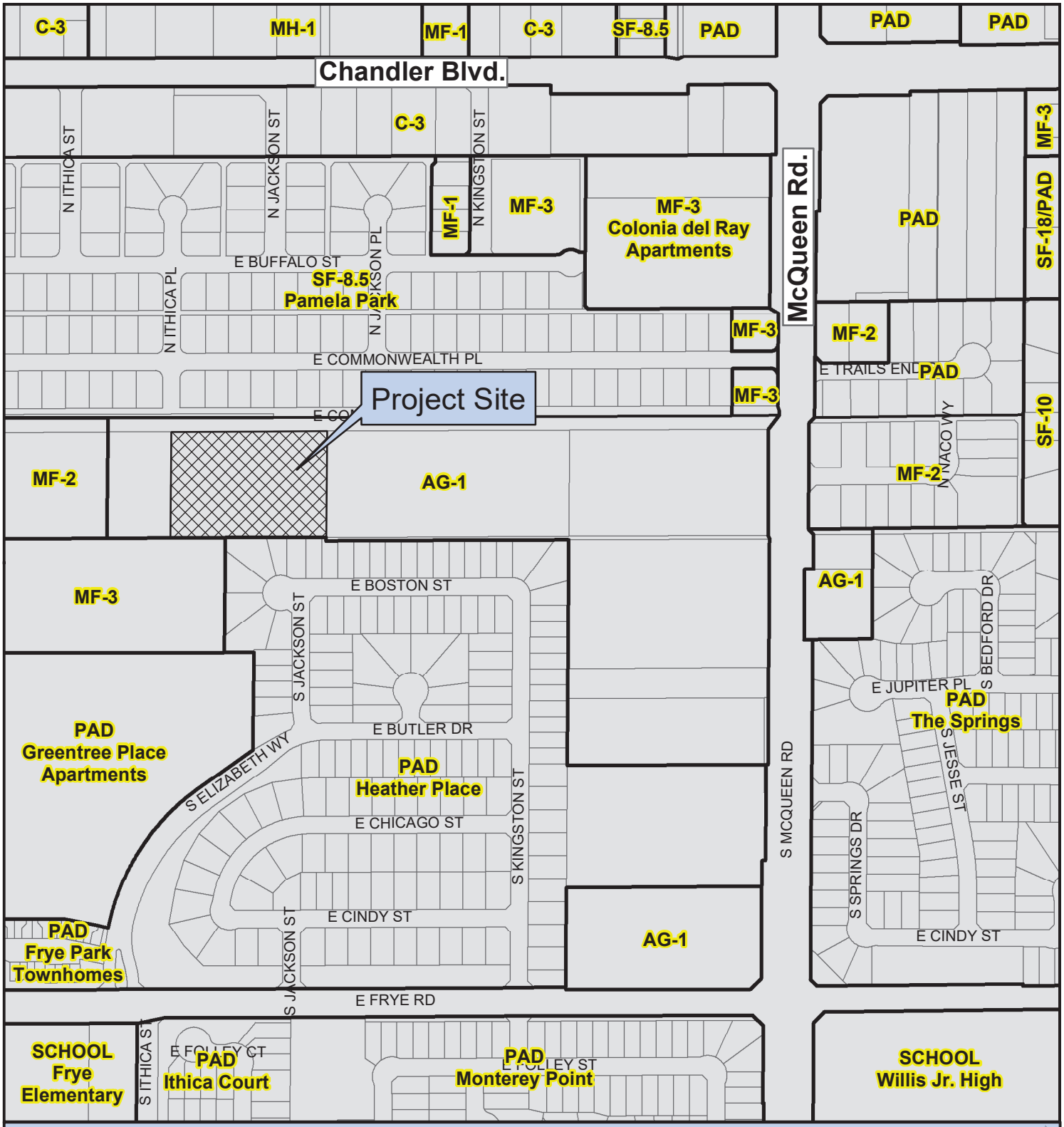
Thence North 0 degrees 46 minutes 00 seconds East 339.84 feet to a point on the centerline of a canal;

Thence North 89 degrees 59 minutes 05 seconds East (North 89 degrees 13 minutes East-Deed) along the centerline, a distance of 442.08 feet to a point on the Easterly line of the Northwest quarter of the Northeast quarter of Section 34;

Thence South 0 degrees 42 minutes 45 seconds West (South 0 degrees 43 minutes West-Deed) a distance of 339.95 feet to the Southeast corner of said Northwest quarter of the Northeast quarter of Section 34;

Thence West along said South line of the Northwest quarter of the Northeast quarter of Section 34, a distance of 442.40 feet to the True Point of Beginning;

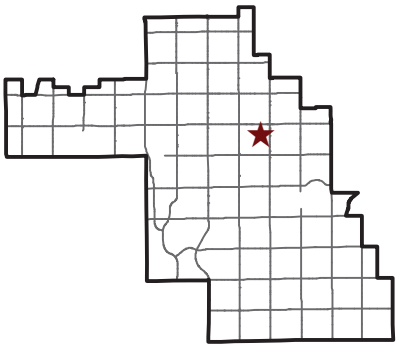
EXCEPT the Northerly 40 feet thereof.



PLH20-0019/PLH20-0008/PLT20-0009 Commonwealth Lofts

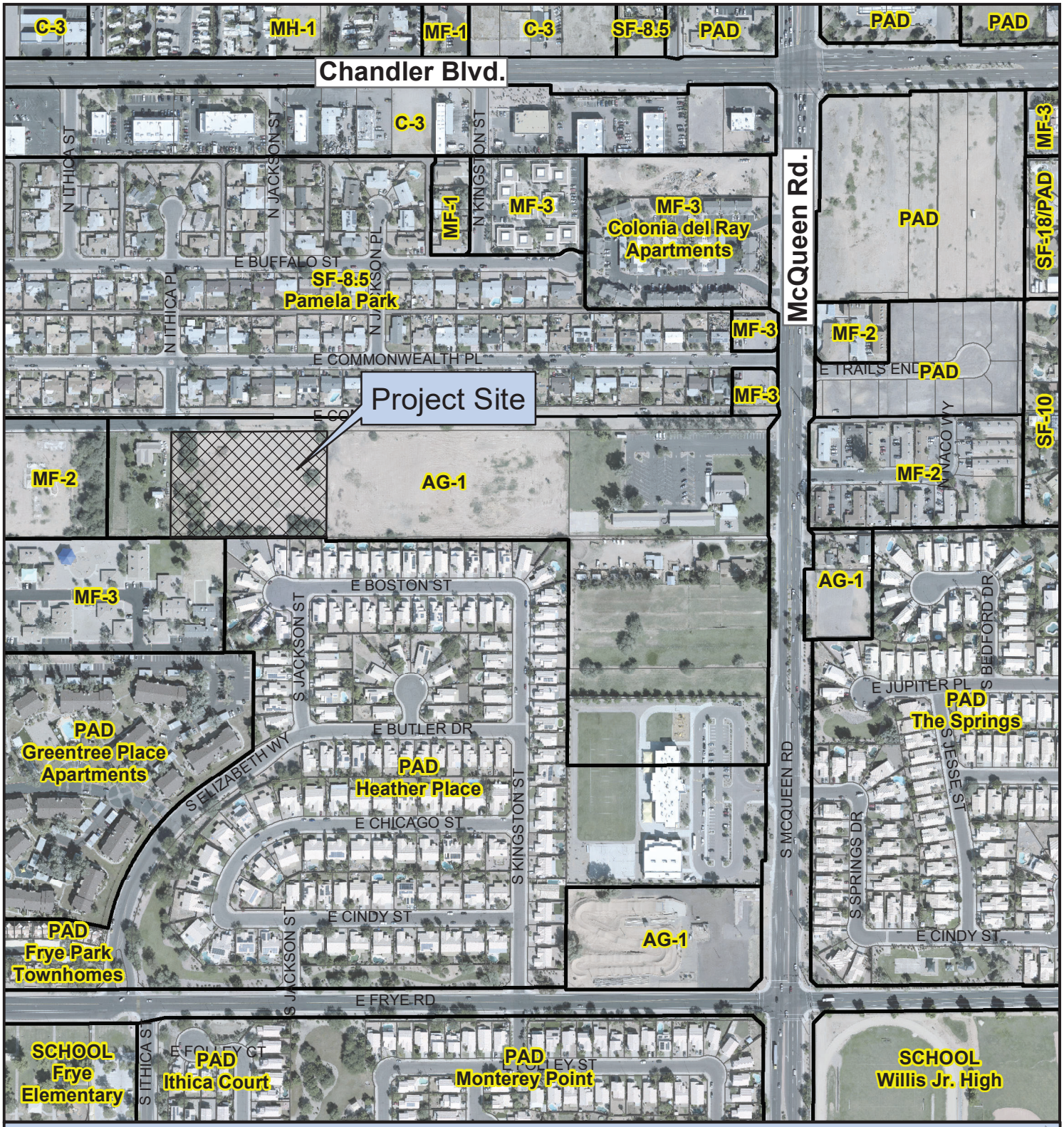
Proposed Project Details

AREA PLAN AMENDMENT/REZONE/PDP/PRE-PLAT
3.0 Acres
39 Townhome Lots
12.8 dwelling units per acre (du/ac)



Chandler Arizona
Where Values Make The Difference

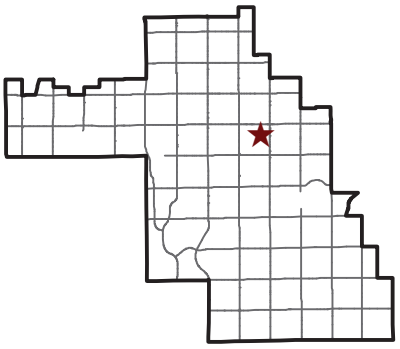
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH20-0019/PLH20-0008/PLT20-0009 Commonwealth Lofts

Proposed Project Details

AREA PLAN AMENDMENT/REZONE/PDP/PRE-PLAT
3.0 Acres
39 Townhome Lots
12.8 dwelling units per acre (du/ac)



Chandler Arizona
Where Values Make The Difference

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

plant legend

botanical name
common name

trees

- QUERCUS VIRGINIANA — SOUTHERN LIVE OAK
- PISTACIA X. RED PUSH — RED PUSH PISTACHE
- TIPUANA TIPU — TIPU TREE
- ULMUS PARVIFOLIA — EVERGREEN ELM

shrubs

- BOUGAINVILLEA 'LA JOLLA' — LA JOLLA BOUGAINVILLEA
- BOUGAINVILLEA X BUTTIANA 'ORANGE KING' — 'ORANGE KING BOUGAINVILLEA
- BOUGAINVILLEA 'ROYAL PURPLE' — ROYAL PURPLE BOUGAINVILLEA
- EREMOPHILA GLABRA SP. CARNOSA 'WINTER BLAZE' — WINTER BLAZE EREMOPHILA
- LEUCOPHYLLUM CANDIDUM — THUNDER CLOUD
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' — GREEN CLOUD SAGE
- OLEA EUROPAEA 'LITTLE OLLIE' — LITTLE OLLIE DWARF OLIVE
- RUSSELIA EQUISETIFORMIS — CORAL FOUNTAIN
- TECOMA ALATA — ORANGE JUBILEE
- TECOMA STANS — YELLOW BELLS

accents

- DASYLIRION WHEELERI — DESERT SPOON
- HESPERALOE FUNIFERA — GIANT HESPERALOE
- HESPERALOE PARVIFLORA — RED YUCCA

groundcover

- ACACIA REDOLENS — DESERT CARPET
- LANTANA 'DALLAS RED' — RED LANTANA
- LANTANA MONTEVIDENSIS — PURPLE LANTANA
- LANTANA 'NEW GOLD' — NEW GOLD LANTANA
- SPHAGNETICOLA TRILOBATA — YELLOW DOT
- TURF - HYBRID BERMUDA
- TURF - HYBRID BERMUDA

inerts

- DECOMPOSED GRANITE — EXPRESS BROWN
- CONCRETE HEADER — EXTRUDED CONCRETE

NORTH
NOT TO SCALE

DESIGN ETHIC
LLC
LANDSCAPE ARCHITECTURE
FORGING NEW ENVIRONMENTS
7525 EAST SCOTTSDALE AVE SCOTTSDALE, ARIZONA 85251
480.225.7077

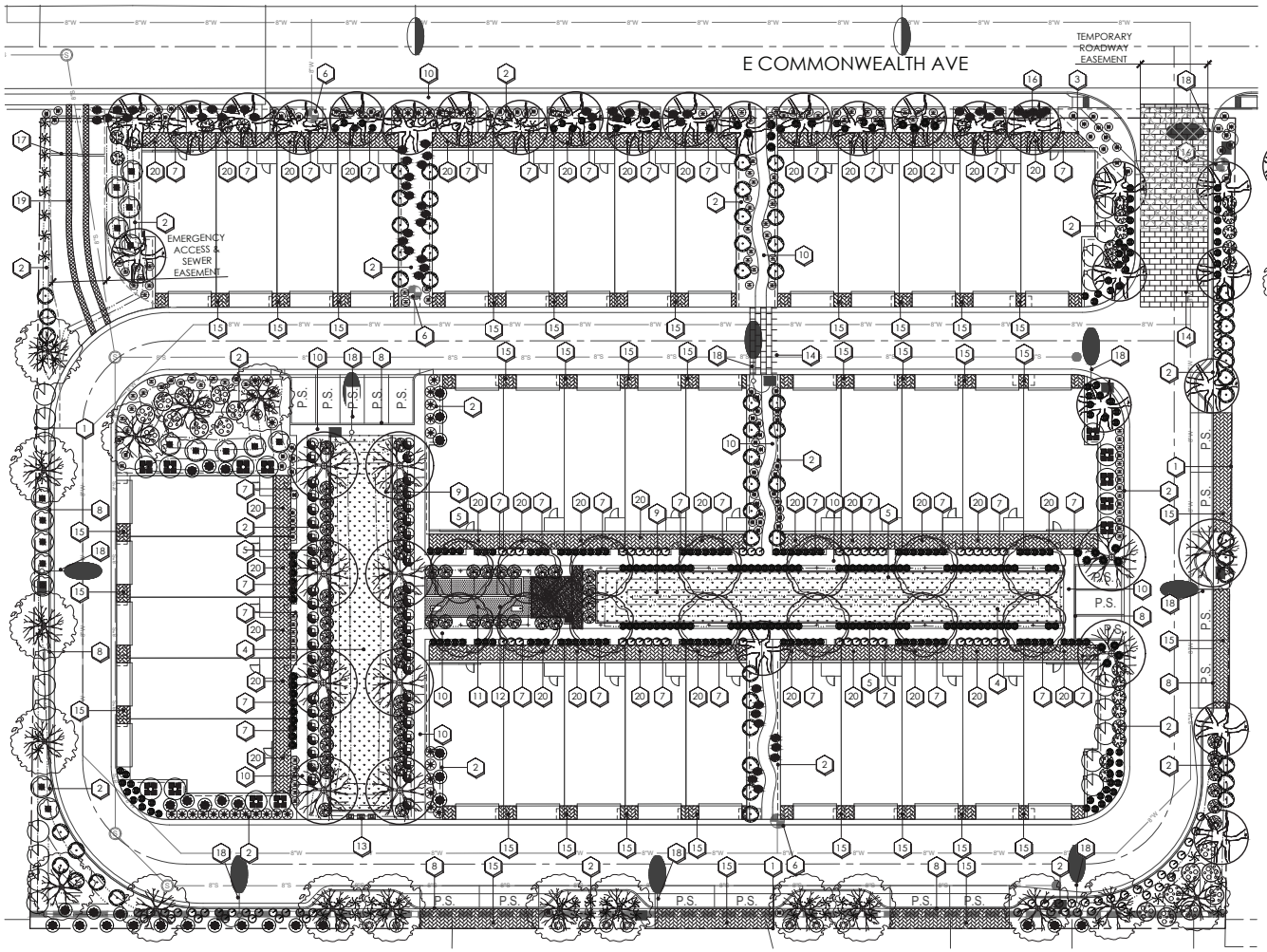
CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:

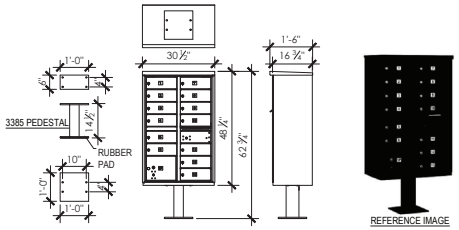
JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 09.29.2020
REVISED:

SHEET
RENDERING



planting key notes

1. PROPERTY LINE / RIGHT OF WAY LINE
2. DECOMPOSED GRANITE IN ALL PLANTING AREAS
3. SITE VISIBILITY TRIANGLE. MAXIMUM MATURE PLANT MATERIAL HEIGHT IN THE SIGHT VISIBILITY TRIANGLES IS 24 INCHES
4. TURF. SEE PLANTING LEGEND.
5. CONCRETE HEADER. SEE SHEET L, DETAIL.
6. FIRE HYDRANT -3'-0" CLEAR OF ALL PLANT MATERIAL
7. 3'-0" CMU PATIO WALL. SEE DETAIL "A" ON SHEET L.05
8. CURB. SEE CIVIL ENG. PLANS.
9. STORMWATER RETENTION. SEE CIVIL ENG. PLANS.
10. 4'-0" SIDEWALK
11. PROPOSED AMENITY AREA. SEE SHEET L.05 FOR DETAILS
12. ARTIFICIAL TURF
13. 13 DOOR MAILBOX W/ PARCEL LOCKER ON PEDESTAL SALSBURY INDUSTRIES CLUSTER BOX UNIT MODEL #3313 SEE DETAIL "A" ON SHEET L.02
14. STAMPED ASPHALT PEDESTRIAN CROSSING
15. AREA FOR CONCRETE PAVERS. SEE DETAILS "A" & "B" ON SHEET L.03
16. 2'-8" ENTRY MONUMENT SIGN SEE DETAIL "D" ON SHEET L.05
17. CRASH GATE. SEE SITE PLAN.
18. SITE LIGHTING. SEE ARCH. PLANS.
19. 2'-0" WIDE TURFLOCK PAVER BAND FOR FIRETRUCK ACCESS. SEE DETAIL "C" ON SHEET L.03
20. BELGARD CONCRETE PAVERS AT PATIO AREA. SEE DETAILS "A" & "B" ON SHEET L.03



A SALSBURY INDUSTRIES CLUSTER BOX UNIT MODEL #3313

SCALE: 1/2" = 1'-0"

plant legend

botanical name / common name	emitters	size	qty	comments
trees				
QUERCUS VIRGINIANA SOUTHERN LIVE OAK	(6 @ 2.0 GPH)	24" BOX	14	STAKE IN PLACE
PISTACIA X. RED PUSH RED PUSH PISTACHE	(6 @ 2.0 GPH)	24" BOX	27	STAKE IN PLACE
TIPUANA TIPU TIPU TREE	(6 @ 2.0 GPH)	24" BOX	11	STAKE IN PLACE
ULMUS PARVIFOLIA EVERGREEN ELM	(6 @ 2.0 GPH)	24" BOX	18	STAKE IN PLACE
shrubs				
BOUGAINVILLEA 'LA JOLLA' LA JOLLA BOUGAINVILLEA	(1 @ 1.0 GPH)	5 GAL.	10	
BOUGAINVILLEA X BUTTIANA 'ORANGE KING' 'ORANGE KING BOUGAINVILLEA	(1 @ 1.0 GPH)	5 GAL.	31	
BOUGAINVILLEA 'ROYAL PURPLE' ROYAL PURPLE BOUGAINVILLEA	(1 @ 1.0 GPH)	5 GAL.	58	
EREMOPHILA GLABRA SP. CARNOSA 'WINTER BLAZE' WINTER BLAZE EREMOPHILA	(1 @ 1.0 GPH)	5 GAL.	47	
LEUCOPHYLLUM CANDIDUM THUNDER CLOUD	(1 @ 1.0 GPH)	5 GAL.	107	
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' GREEN CLOUD SAGE	(1 @ 1.0 GPH)	5 GAL.	17	
OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE DWARF OLIVE	(1 @ 1.0 GPH)	5 GAL.	66	
RUSSELIA EQUISETIFORMIS CORAL FOUNTAIN	(1 @ 1.0 GPH)	5 GAL.	268	
TECOMA ALATA ORANGE JUBILEE	(1 @ 1.0 GPH)	5 GAL.	13	
TECOMA STANS YELLOW BELLS	(1 @ 1.0 GPH)	5 GAL.	20	
accents				
DASYLIRION WHEELERI DESERT SPOON	(1 @ 1.0 GPH)	5 GAL.	26	
HESPERALOE FUNIFERA GIANT HESPERALOE	(1 @ 1.0 GPH)	5 GAL.	72	
HESPERALOE PARVIFLORA RED YUCCA	(1 @ 1.0 GPH)	5 GAL.	38	
groundcover				
ACACIA REDOLENS DESERT CARPET	(1 @ 1.0 GPH)	1 GAL.	18	
LANTANA 'DALLAS RED' RED LANTANA	(1 @ 1.0 GPH)	1 GAL.	60	
LANTANA MONTEVIDENSIS PURPLE LANTANA	(1 @ 1.0 GPH)	1 GAL.	99	
LANTANA 'NEW GOLD' NEW GOLD LANTANA	(1 @ 1.0 GPH)	1 GAL.	84	
SPHAGNETICOLA TRILOBATA YELLOW DOT	(1 @ 1.0 GPH)	1 GAL.	38	
TURF - HYBRID BERMUDA			6,389 S.F.	
ARTIFICIAL TURF NUTMEG EZ TURF			496 S.F.	
inerts				
DECOMPOSED GRANITE EXPRESS BROWN		1" MINUS	29,129 S.F.	2" MINIMUM IN ALL PLANTERS
CONCRETE HEADER EXTRUDED CONCRETE		4" X 6"	705 L.F.	
BELGARD HOLLAND STONE HERRINGBONE PATTERN 50% GRAPHITE / 50% RIO			10,088 S.F.	

NORTH

0' 20' 40' 60'

SCALE: 1" = 20'-0"

DESIGN ETHIC
LANDSCAPE ARCHITECTURE
FORGING NEW ENVIRONMENTS
7525 EAST SCOTTSDALE AVE, SCOTTSDALE, ARIZONA 85251
480. 225.7077

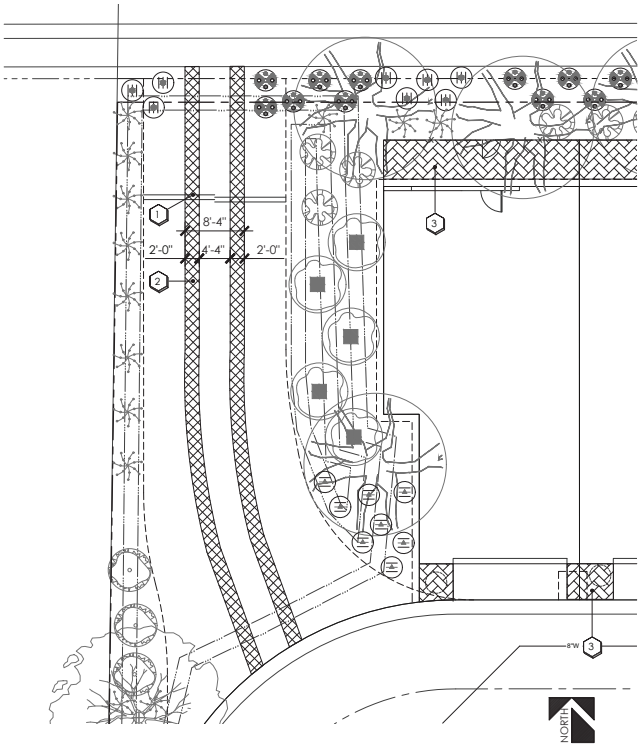
CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT: 699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE: PLANTING PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET L.02 of L.06



firetruck access ▫ see sheet l.02

SCALE: 1/8" = 1'-0"

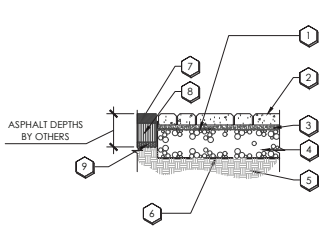
SCALE: 1/8" = 1'-0"

paver key notes

1. CRASH GATE. SEE DETAIL 'E' ON SHEET L.05
2. 2'-0" STRIP TURF BLOCK PAVERS SEE DETAIL 'C' ON THIS SHEET
3. BELGARD HOLLANDSTONE PAVERS (TYP.) 50% RIO BLEND / 50% GRAPHITE BLEND SEE DETAILS 'A' & 'B' ON THIS SHEET.

GRAPHITE BLEND

RIO BLEND

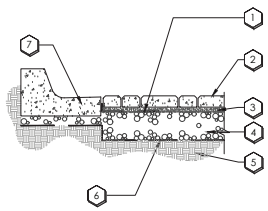


1. 12" WIDE GEOTEXTILE ALONG PERIMETER TURN UP AT CURB (DO NOT COVER TOP OF BASE)
2. 80MM THICKNESS HOLLAND STONE CONCRETE PAVER IN HERRINGBONE PATTERN
3. 1" TO 1-1/2" BEDDING SAND
4. 6" MIN. DEPTH COMPACTED AGGREGATE BASE
5. COMPACTED SOIL SUBGRADE
6. GEOTEXTILE AS REQUIRED TURN UP AT SIDES TO COVER BASE
7. ASPHALT SURFACE COURSE
8. ASPHALT BASE COURSE
9. PRIME COAT

A CONCRETE PAVER ADJACENT TO ASPHALT

CONTRACTOR TO SUBMIT PAVER SAMPLES TO OWNERS REP FOR APPROVAL PRIOR TO INSTALLATION

SCALE: 1" = 1'-0"



1. 12" WIDE GEOTEXTILE ALONG PERIMETER TURN UP AT CURB (DO NOT COVER TOP OF BASE)
2. 80MM THICKNESS HOLLAND STONE CONCRETE PAVER IN HERRINGBONE PATTERN
3. 1" TO 1-1/2" BEDDING SAND
4. 6" MIN. DEPTH COMPACTED AGGREGATE BASE
5. COMPACTED SOIL SUBGRADE
6. GEOTEXTILE AS REQUIRED TURN UP AT SIDES TO COVER BASE
7. CAST IN PLACE CONCRETE CURB PER LOCAL STANDARDS BY OTHERS

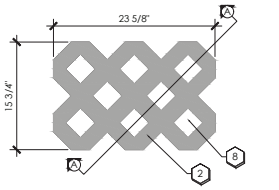
B CONCRETE PAVER ADJACENT TO CONCRETE CURB

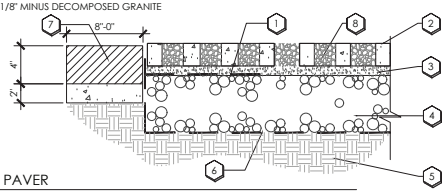
CONTRACTOR TO SUBMIT PAVER SAMPLES TO OWNERS REP FOR APPROVAL PRIOR TO INSTALLATION

SCALE: 1" = 1'-0"

KEYNOTES:

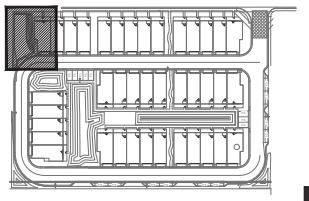
1. 12" WIDE GEOTEXTILE ALONG PERIMETER TURN UP AT CURB (DO NOT COVER TOP OF BASE)
2. 2-3/8" MIN. THICKNESS TURFBLOCK PAVER
3. 1" TO 1-1/2" BEDDING SAND
4. 6" MIN. DEPTH COMPACTED AGGREGATE BASE
5. COMPACTED SOIL SUBGRADE
6. GEOTEXTILE AS REQUIRED TURN UP AT SIDES TO COVER BASE
7. 8" X 4" PAVER HEADER ON 2" CONCRETE SLURRY. EDGES TO BE CLEAN AND FLUSH WITH BRICK EDGE FACING.
8. FILL VOIDS WITH 1/8" MINUS DECOMPOSED GRANITE





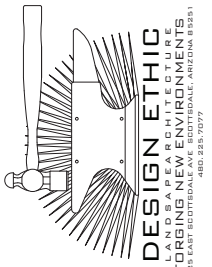
C TURFBLOCK PAVER

NOT TO SCALE



paver key map

not to scale



CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT:

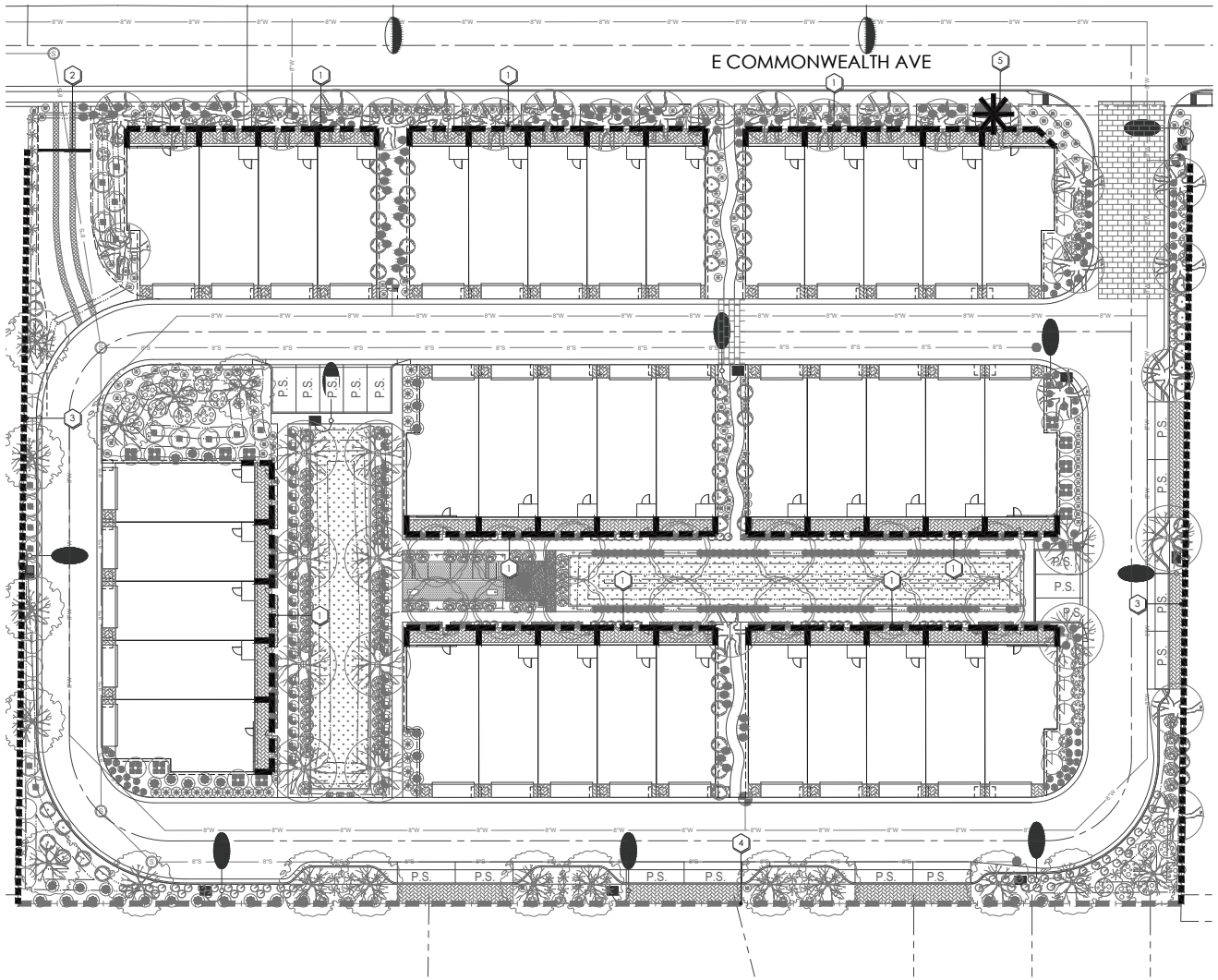
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:

PAVER PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET
L.03 of L.06



wall key notes

1. 3'-0" HIGH PATIO WALL SEE SHEET L.05, DETAIL 'A'.
2. CRASH GATE CHARACTER. PERMIT BY OTHERS. SEE SHEET L.05 DETAILS 'B'.
3. 6'-0" HIGH DOOLEY WALL SEE SHEET L.05, DETAIL 'C'.
4. EXISTING 6'-0" HIGH DOOLEY WALL
5. PROPOSED SIGN MONUMENT WALL. SEE SHEET L.05, DETAIL 'D'.

NORTH

0' 20' 40' 60'

SCALE: 1" = 20'-0"

DESIGN ETHIC
LANDSCAPE ARCHITECTURE
FORGING NEW ENVIRONMENTS
7925 EAST SCOTTSDALE AVE, SCOTTSDALE, ARIZONA 85251
480.225.7077

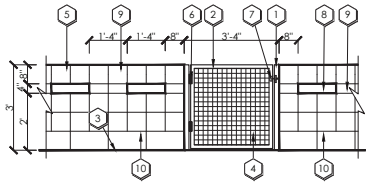
CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:
WALL PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET
L.04 of L.06

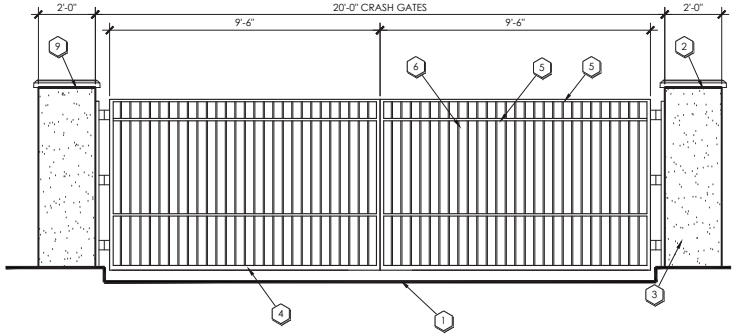


key notes

1. 2" X 2" STEEL POSTS 14 GUAGE W/ CAST IRON FLAT CAP.
2. 2" X 2" SQ. TUBULAR STEEL RAIL
3. FINISH GRADE
4. 2" x 2" x .125" WELDED WIRE MESH
5. 6" X 8" X 16" SCORED CMU BLOCK
6. SPRING LOADED HINGES (TYP.)
7. SELF LOCKING LATCH @ 54" ABOVE FINISH GRADE W
8. 4"X16" OPENING
9. 6" X 4" X 16" SCORED CMU BLOCK
10. 6" X 8" X 16" CMU BLOCK

A 36" PATIO SCREEN WALL W/ WELDED WIRE MESH GATE

SCALE: 1/2" =1'-0"



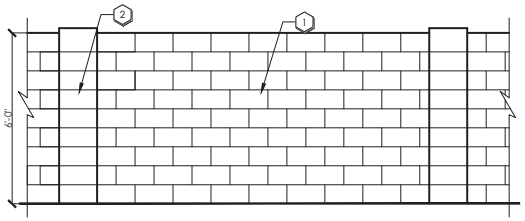
key notes

1. FINISH GRADE
2. MESA PRECAST PC-28 CAP
3. 2'-0"" X 2'-0"" WALL PILASTER STUCCO TO MATCH HOMES
4. 2" X 2" SQ. TUBULAR STEEL RAIL
5. 1" X 1" SQ. TUBULAR STEEL RAIL
6. 3/4" X 3/4" SQ. TUBULAR STEEL PICKETS AT 3-3/4" O.C. MAXIMUM SPACING

B CRASH GATE ELEVATION

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

SCALE: 1/2" = 1'-0"



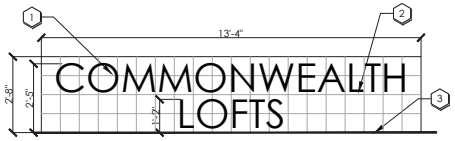
key notes

1. 4"X8"X16" CMU BLOCK WALL COLOR: STANDARD GRAY
2. 8"X8"X16" H-BLOCK COLUMNS 11'-4" O.C.

C 4" X 8" X 16" DOOLEY WALL W/ 8"X8"X16" H BLOCK COLUMNS

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

SCALE: 1/2" = 1'-0"



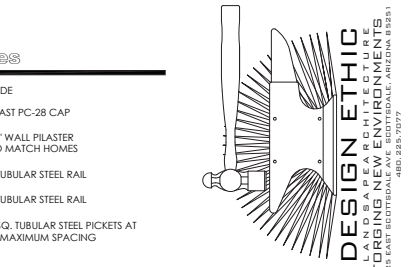
key notes

1. 12" PIN MOUNTED STEEL LETTERS TO BE PIN MOUNTED & PAINTED BLACK WITH BACKLIGHTING. CENTURY GOTHIC FONT.
2. 8" X 8" X 16" SCORED BLOCK PAINT TO MATCH ESTABLISHED COMMUNITY THEME WALL COLORS.
4. FINISHED GRADE

D SIGN MONUMENT WALL

NOTE: THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.

SCALE: 1/2" = 1'-0"



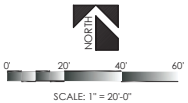
DESIGN ETHIC
LANDSCAPE ARCHITECTURE
FORGING NEW ENVIRONMENTS
7525 EAST SCOTTSDALE AVE. SCOTTSDALE, ARIZONA 85251
480. 225.7077

CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

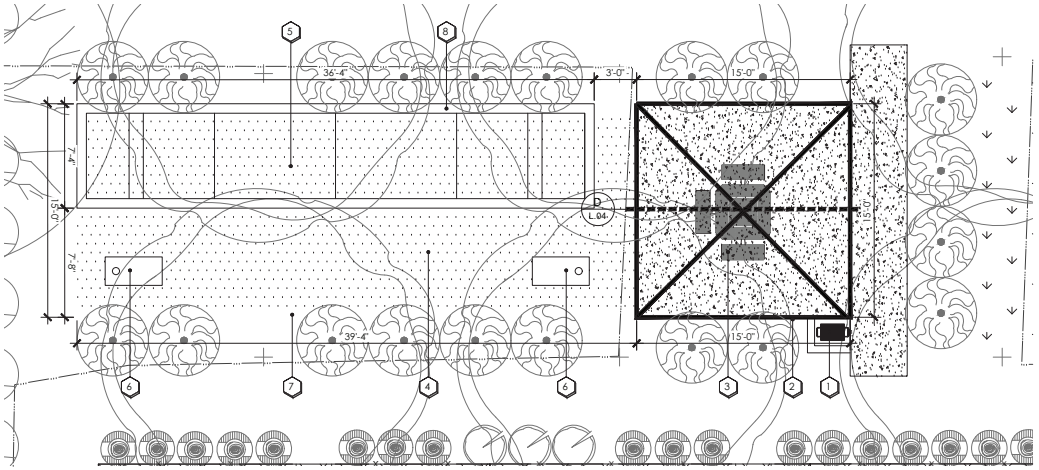
SHEET TITLE:
WALL PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:



SCALE: 1" = 20'-0"

SHEET
L.05 of L.06



amenity area "a" - see sheet L.02

SCALE: 1/4" = 1'-0"

open space key notes

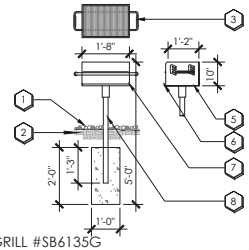
1. KAY PARK BBQ -SEE - 'A' THIS SHEET.
2. 15' X 15' AMERICANA NAVAJO RAMADA SEE DETAILS 'C' & 'D' ON THIS SHEET
3. WABASH ADA ACCESSIBLE TABLE; SEE DETAIL 'B' ON THIS SHEET
4. NUTMEG LUSH ARTIFICIAL TURF
5. BOCCE BALL COURT WITH CONCRETE HEADER
6. PLASTIC CORNHOLE BOARD ATTACHED TO INGROUND MOUNTED STEEL RAILS
7. 6" CONCRETE HEADER
8. 8" CONCRETE HEADER

SCALE: 1/4" = 1'-0"

key notes

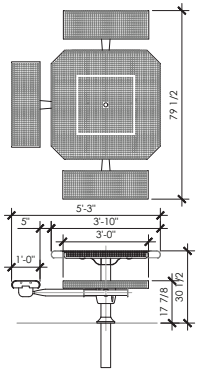
1. PIT RUN ROCK.
2. COMPACTED SUBGRADE.
3. SPRING HANDLE
4. 5/8" ROD HANDLE
5. CONT. WELD
6. 1" ASH LIP
7. ENTIRE UNIT 3/16" STEEL
8. 3.5" O.D. GALV. TUBE

NOTE: UNIT WILL BE KAY PARK GRILL #SB16-3.5 OR APPROVED EQUAL.



A KAY PARK PEDESTAL GRILL #SB6135G

SCALE: 1/2" = 1'-0"

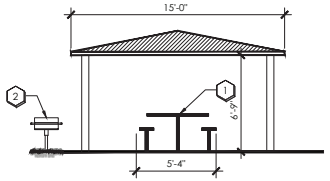


NOTES:
1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.

B WABASH PORTAGE COLLECTION 46 ACCESSIBLE ADA #PODP611

SCALE: 1/2" = 1'-0"

C RAMADA CHARACHTER



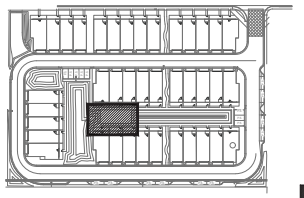
key notes

1. PICNIC TABLE
2. BBQ; DETAIL 'A' & 'C' ON THIS SHEET

NOTES:
1. *PREFABRICATED AMERICANA 15'x15' NAVAJO SHELTER. TAN ROOF.*
2. *OWNER TO SELECT COLOR.*
3. *CONTRACTOR TO FOLLOW MANUFACTURER'S SPECS FOR INSTALLATION.*

D AMERICANA NAVAJO PREFABRICATED RAMADA

SCALE: 1/4" = 1'-0"



amenity key map

not to scale

NORTH

DESIGN ETHIC
LANDSCAPE ARCHITECTURE
FORGING NEW ENVIRONMENTS
7525 EAST SCOTTSDALE AVE, SCOTTSDALE, ARIZONA 85251
480.225.7077

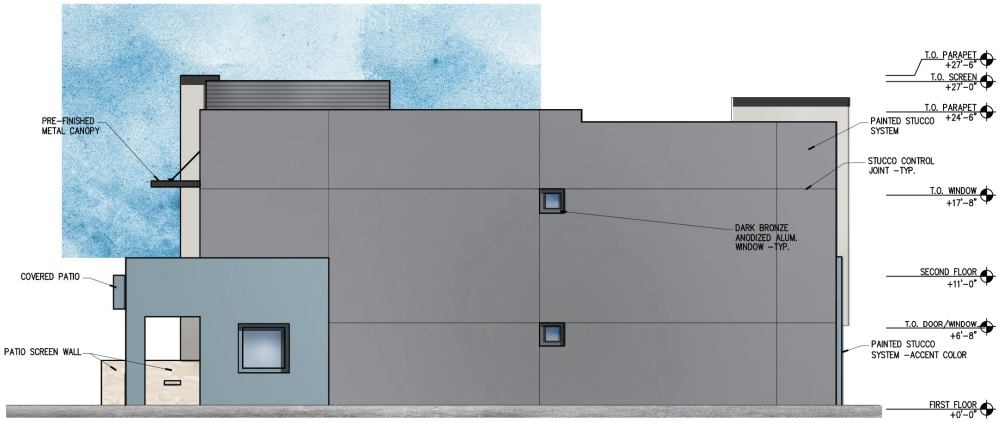
CALL TWO WORKING DAYS BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

PROJECT:
699 EAST COMMONWEALTH AVENUE
CHANDLER, ARIZONA

SHEET TITLE:
OPEN SPACE AMENITY PLAN

JOB NO: 20-007
DATE:
DRAWN BY: B. PAUL
SUBMITTED: 02.10.2021
REVISED:

SHEET
L.06 of L.06



2 LEFT SIDE ELEVATION
3/16" = 1'-0"

1 FRONT ELEVATION
3/16" = 1'-0"

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

moderna
architecture | design
moderna architects
16050 n 76th street, suite 107
scottsdale arizona 85260
v: 480.500.8850

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements appearing herein constitute original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

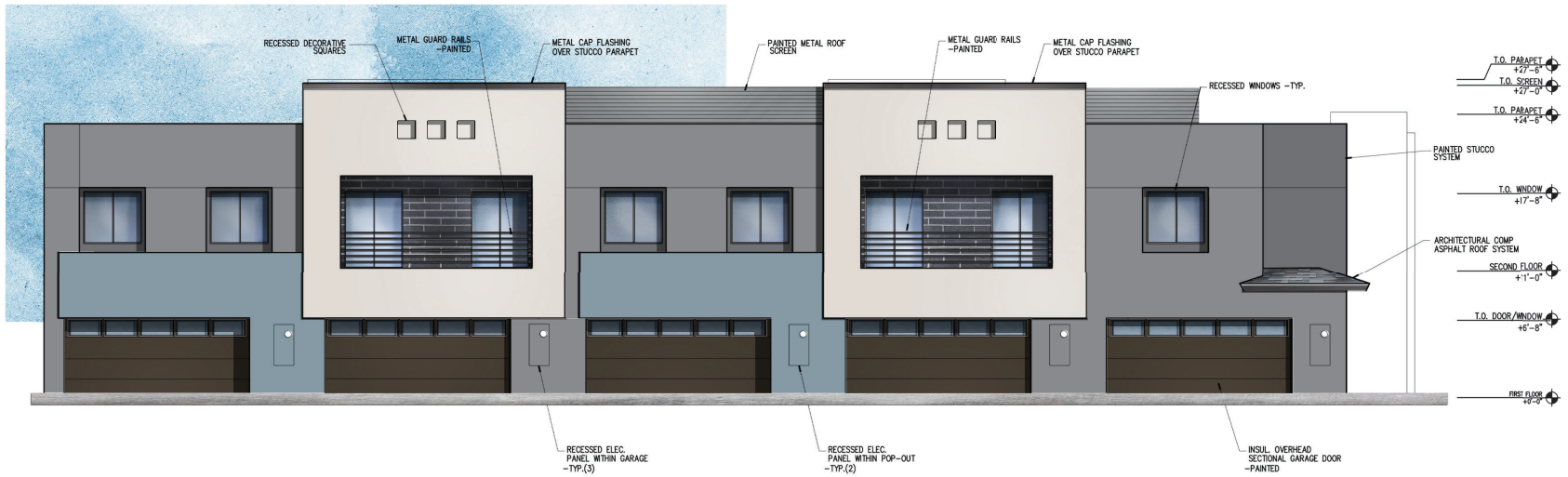
drawn by:
reviewed by: MCM
project no.: 1954
date: 07.22.2020
seal:

Expires 12.31.2020

EXTERIOR ELEVATIONS

A510

4 RIGHT SIDE ELEVATION
3/16" = 1'-0"



3 REAR ELEVATION
3/16" = 1'-0"

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

moderna
architecture | design

moderna architects
16050 n 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

drawn by:

reviewed by: MCM

project no.: 1954

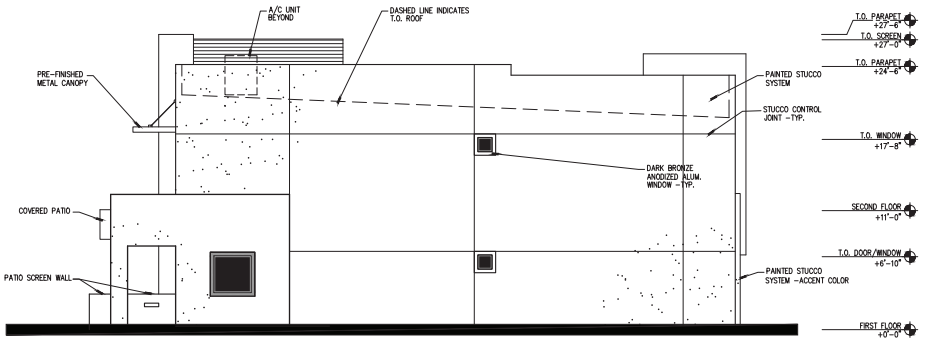
date: 07.22.2020

seal:

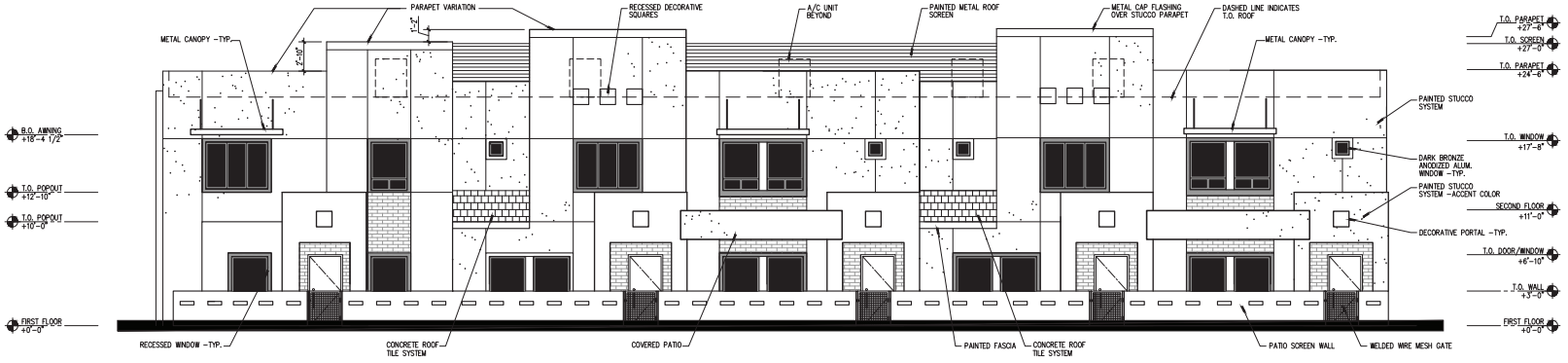
Expires 12.31.2020

EXTERIOR ELEVATIONS

A511



2 LEFT SIDE ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"

COMMONWEALTH TOWNHOMES
CHANDLER, AZ

moderna
architecture | design
moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

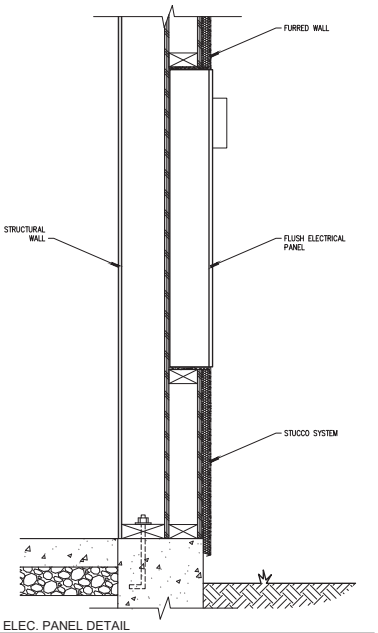
This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements equivalent herein constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

drawn by:	MCM
reviewed by:	MCM
project no.:	1954
date:	11.12.2020
seal:	

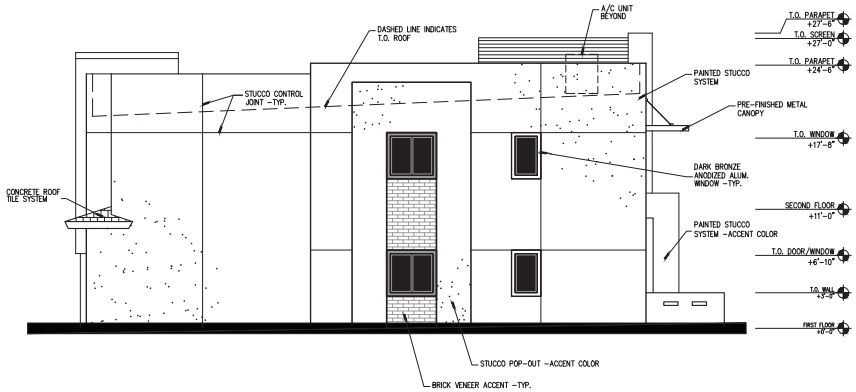
Expires 12.31.2021

EXTERIOR ELEVATIONS

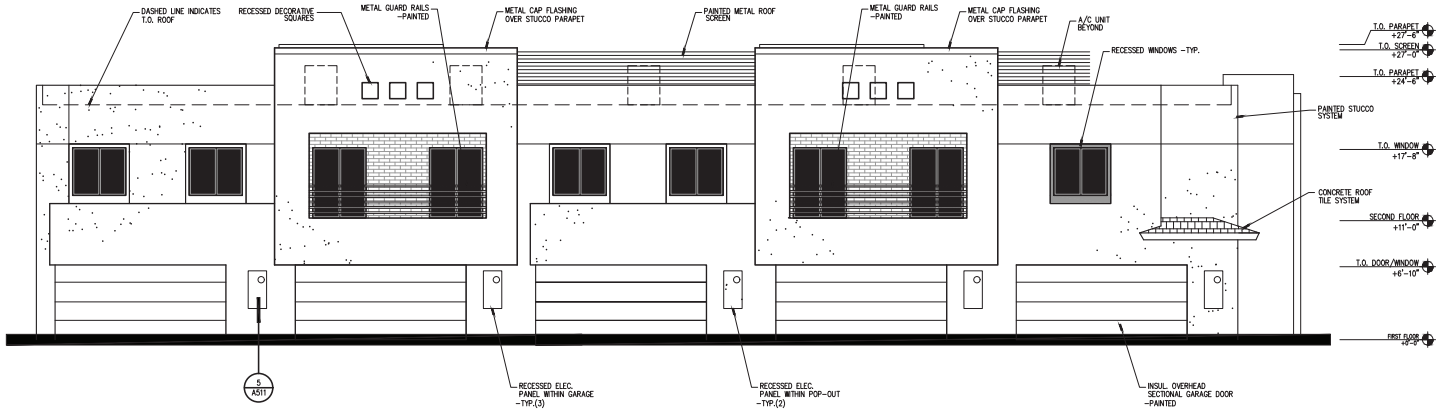
A510



5 ELEC. PANEL DETAIL
1 1/2" = 1'-0"



4 RIGHT SIDE ELEVATION
3/16" = 1'-0"



3 REAR ELEVATION
3/16" = 1'-0"

COMMONWEALTH TOWNHOMES
CHANDLER, AZ

moderna
architecture | design
moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

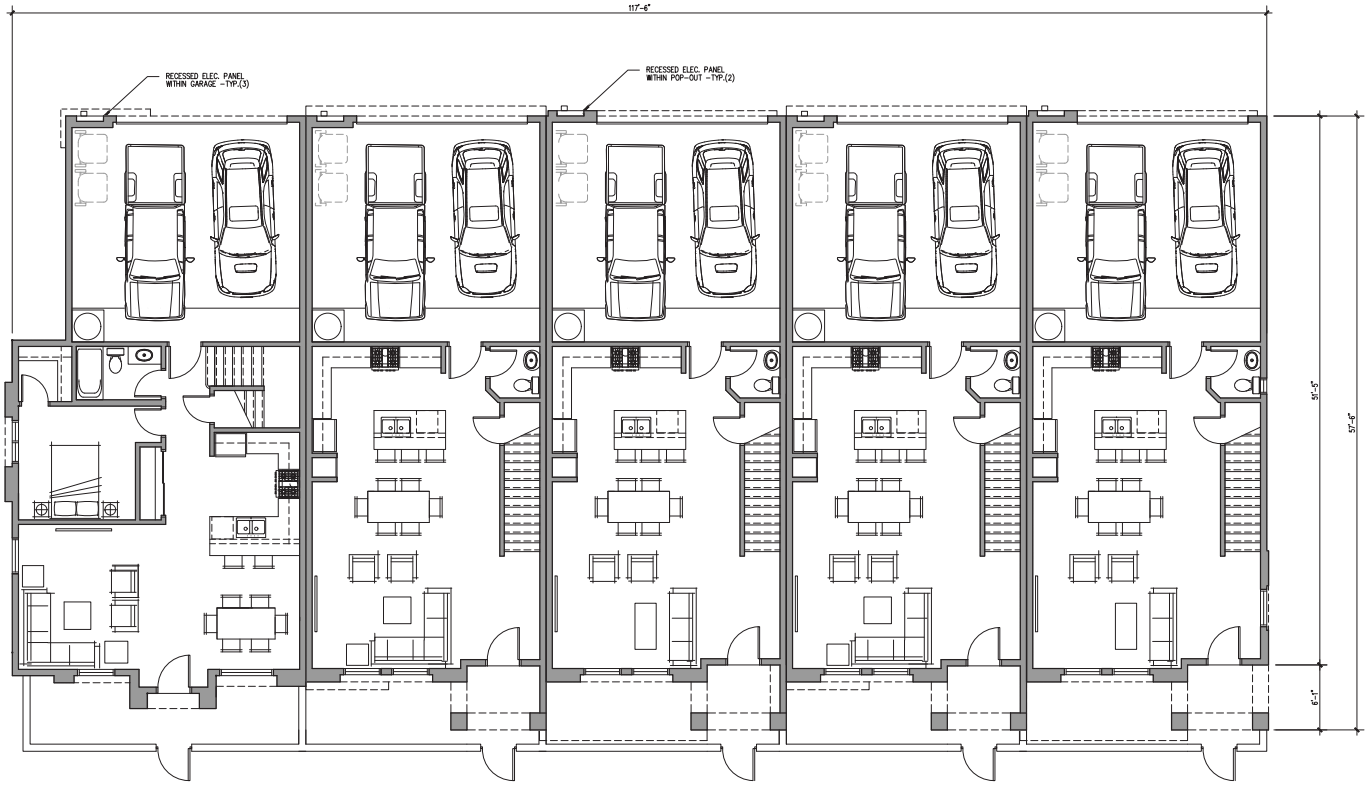
drawn by:	MCM
reviewed by:	MCM
project no.:	1954
date:	11.12.2020

seal:

Expires 12.31.2021

EXTERIOR ELEVATIONS

A511



1 TYPICAL FIRST LEVEL TOWNHOME GROUP
3/16" = 1'-0"

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

moderna
architecture | design
moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

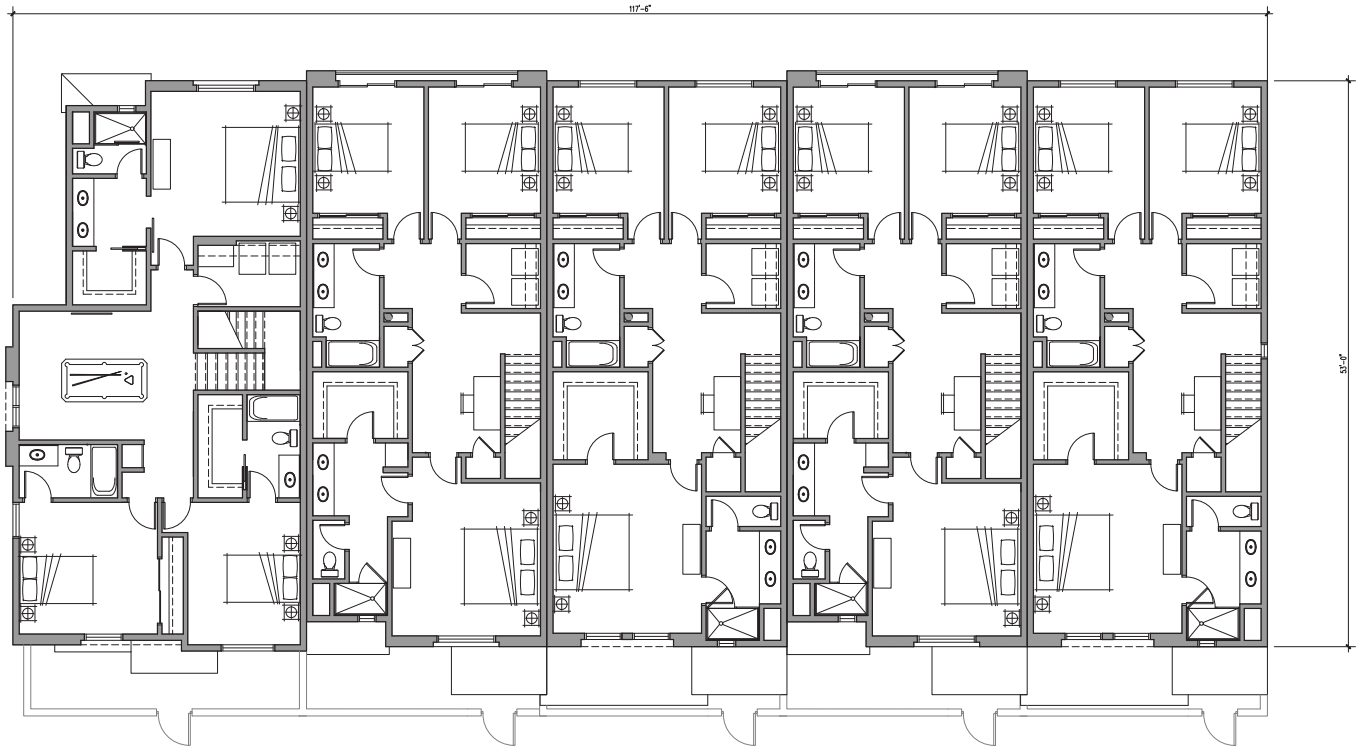
drawn by:
reviewed by: MCM
project no.: 1954
date: 11.12.2020
seal:

37020
MICHAEL CHRISTOPHER MARCH
REGISTERED ARCHITECT
STATE OF ARIZONA

Expires 12.31.2021

TYPICAL FIRST LEVEL TOWNHOME GROUP

A210



1 TYPICAL SECOND FLOOR TOWNHOME GROUP
3/16" = 1'-0"

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

moderna
architecture | design
moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

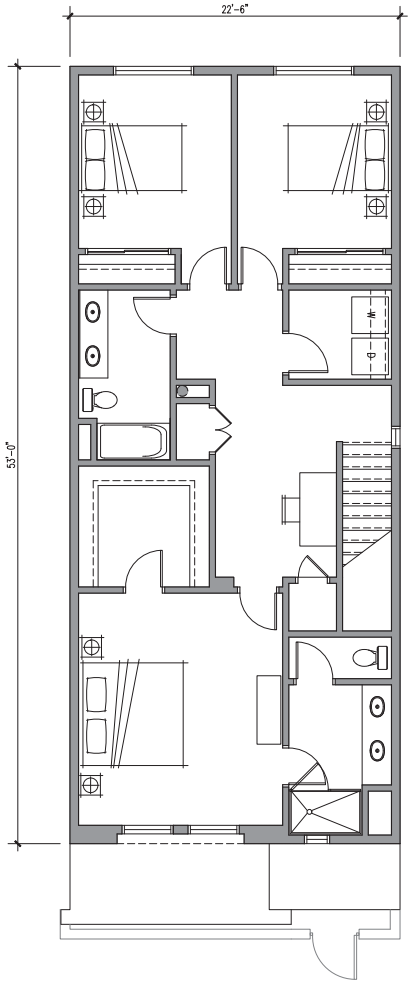
drawn by:	
reviewed by:	MCM
project no.:	1954
date:	11.12.2020

seal:

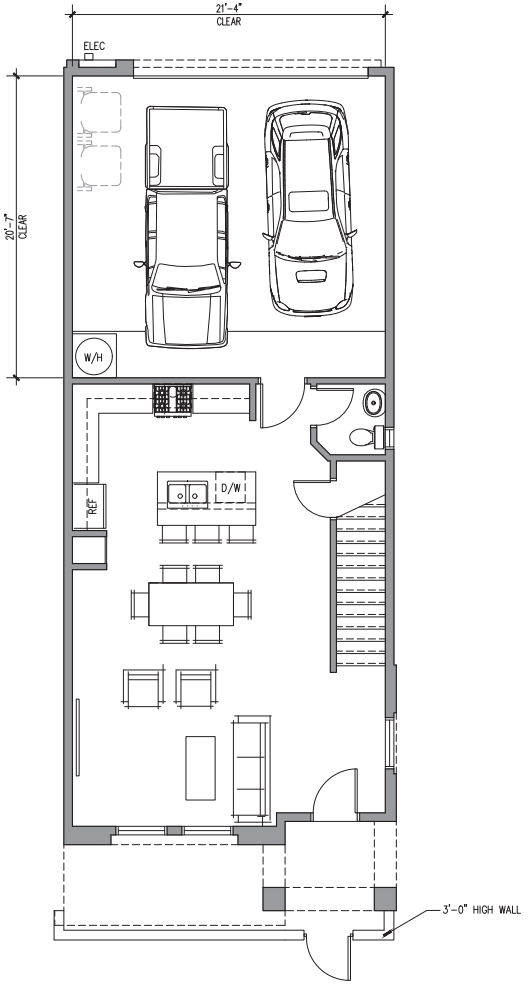
Expires 12.31.2021

TYPICAL SECOND FLOOR TOWNHOME GROUP

A211



2 SECOND LEVEL PLAN -UNIT A
1/4" = 1'-0"



1 FIRST LEVEL PLAN -UNIT A
1/4" = 1'-0"

UNIT A

FIRST FLOOR	680 SF
SECOND FLOOR	1,102 SF
TOTAL	1,782 SF

COMMONWEALTH
TOWNHOMES
CHANDLER, AZ

moderna
architecture | design
moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements contained herein constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

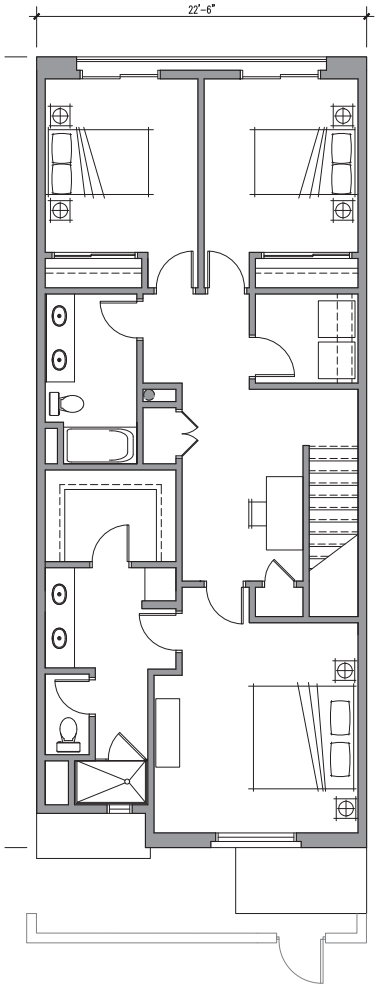
drawn by:
reviewed by: MCM
project no.: 1954
date: 11.12.2020
seal:

37020
MICHAEL CHRISTOPHER MARCH
REGISTERED ARCHITECT
STATE OF ARIZONA

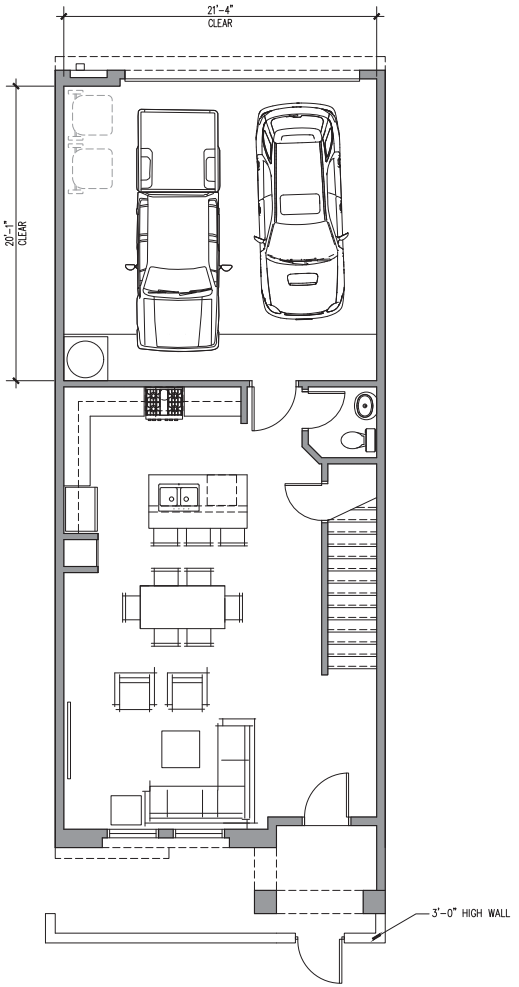
Expires 12.31.2021

UNIT A
FLOOR PLAN

A240



2 SECOND LEVEL PLAN -UNIT B
1/4" = 1'-0"



1 FIRST LEVEL PLAN -UNIT B
1/4" = 1'-0"

UNIT B

FIRST FLOOR	680 SF
SECOND FLOOR	1,120 SF
TOTAL	1,800 SF

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

moderna
architecture | design

moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the arrangement and composition of spaces and elements contained herein shall constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

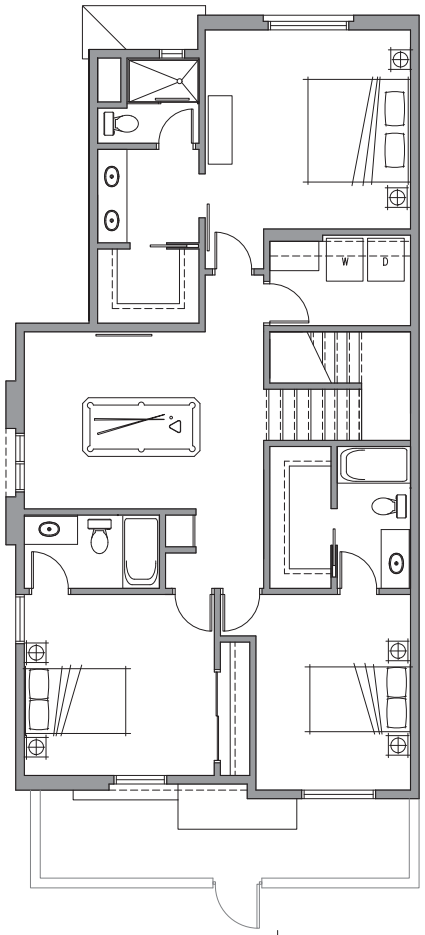
drawn by:
reviewed by: MCM
project no.: 1954
date:
seal:

37020
MICHAEL CHRISTOPHER MARCH
REGISTERED ARCHITECT
STATE OF ARIZONA

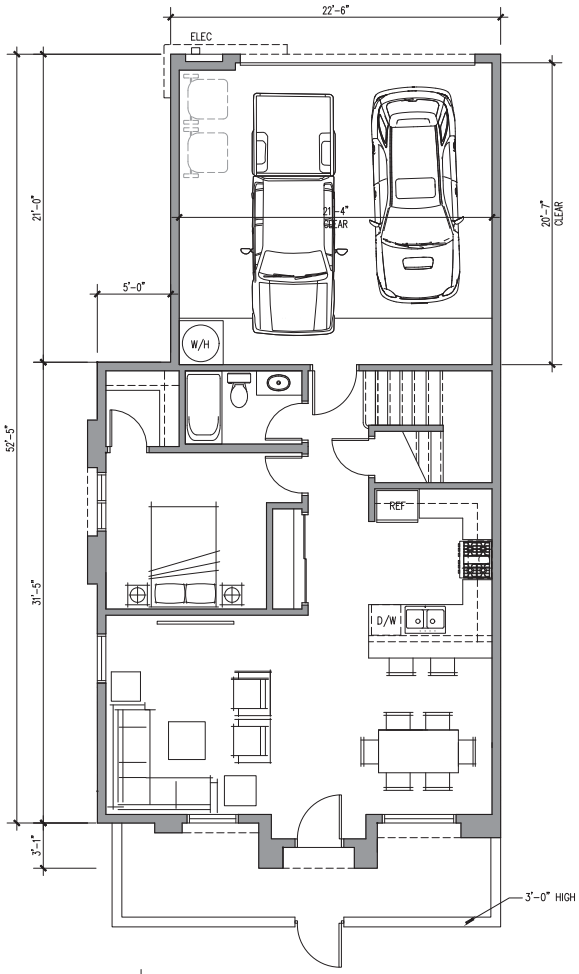
Expires 12.31.2021

UNIT B
FLOOR PLAN

A241



2 SECOND LEVEL PLAN -UNIT C
1/4" = 1'-0"



1 FIRST LEVEL PLAN -UNIT C
1/4" = 1'-0"

UNIT C

FIRST FLOOR	862 SF
SECOND FLOOR	1,252 SF
TOTAL	2,114 SF

COMMONWEALTH
TOWNHOMES
CHANDLER, AZ

moderna
architecture | design
moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the arrangement and composition of spaces and elements contained herein shall constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

drawn by:
reviewed by: MCM
project no.: 1954
date: 11.12.2020
seal:

Expires 12.31.2021

UNIT C
FLOOR PLAN

A242

GENERAL NOTES

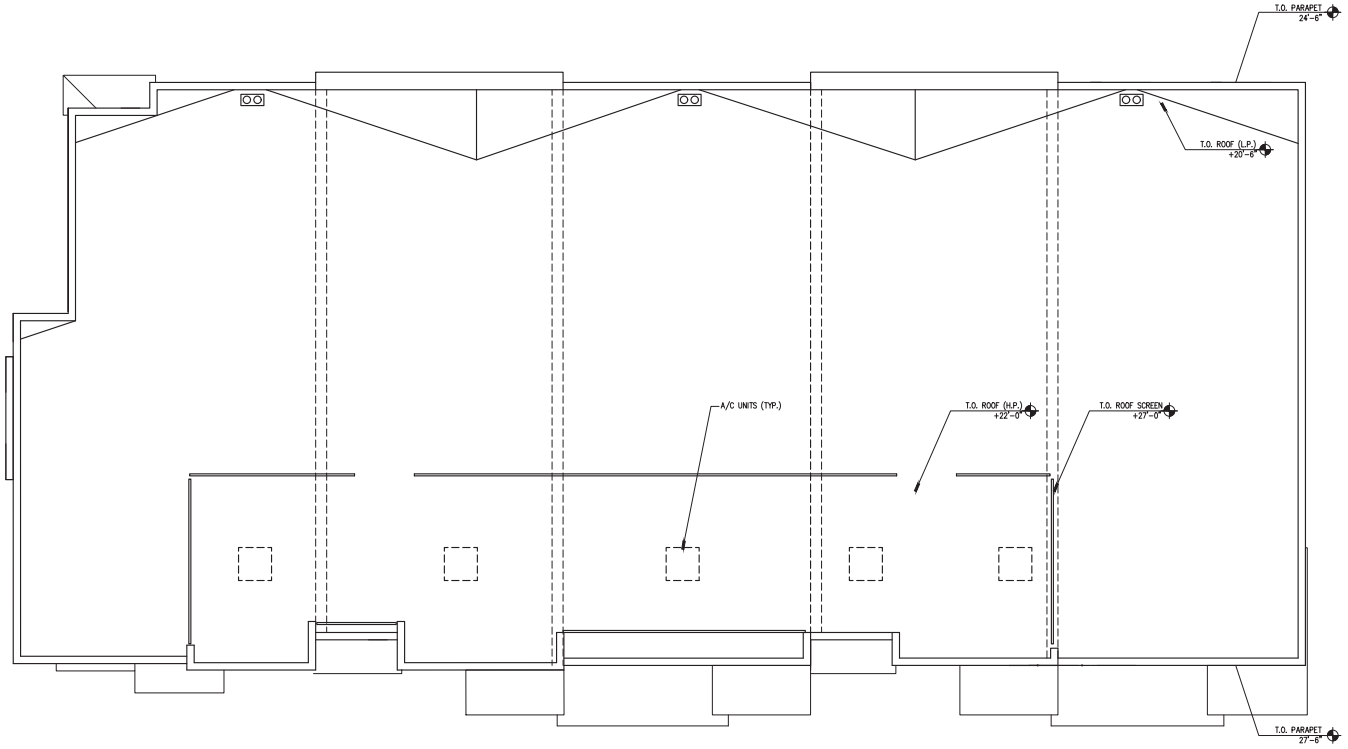
A. SEE EXTERIOR ELEVATIONS FOR ROOF AND SCREEN WALL HEIGHTS

B. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT

C. REFER TO AND COORDINATE WITH STRUCTURAL, ELECTRICAL, MECHANICAL AND PLUMBING DRAWINGS

KEY NOTES

1. ELEVATOR TOWER
2. TP ROOF SYS. – SEE SPECIFICATIONS
3. WALKWAY PADS – BY ROOF MFR.
4. LINE OF BUILDING WALL BELOW
5. MECHANICAL SCREEN
6. CUSTOM INTEGRAL ROOF GUTTER
7. A/C CONDENSER – TYP.
8. DOWNSPOUT – SEE ELEVATIONS FOR COORDINATION
9. BALCONY BELOW
10. TPO ROOF SYSTEM
11. ROOF DRAIN & OVERFLOW
12. CRICKET – AS REQUIRED
13. LINE OF EXTERIOR BUILDING WALL



1 ROOF PLAN
SCALE: 3/16" = 1'-0"

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

moderna

architecture | design

moderna architects
16050 north 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850
www.moderna.build

revision:

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the arrangement and composition of spaces and elements contained herein shall constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

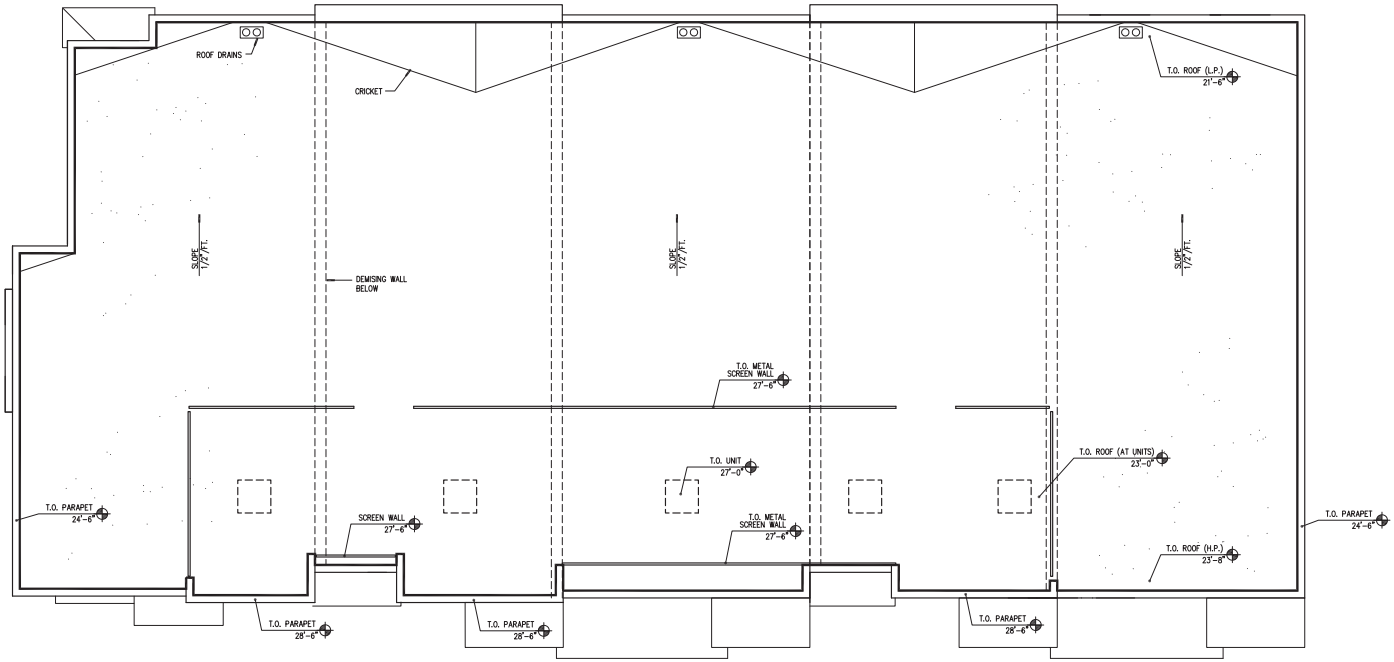
drawn by:	
reviewed by:	MCM
project no.:	1954
date:	11.12.2020

seal:

Expires 12.31.2021

ROOF PLAN

A410



1 TYPICAL ROOF PLAN
SCALE: 3/32" = 1'-0"

COMMONWEALTH TOWNHOMES

CHANDLER, AZ

moderna
architecture | design

moderna architects
16050 n 76th street, suite 107
scottsdale arizona 85260
v: 480.900.8850

revision:

1 REVISED ELEVATIONS 06.04.2020

This drawing is provided as an instrument of service by Moderna Architects, LLC and/or its consultant(s) and is intended for use on this project only. This drawing remains the property of Moderna Architects, LLC and shall be returned upon completion of the construction work. Pursuant to the architectural works copyright act of 1990, all drawings, specifications, ideas and designs including the overall form, arrangement and composition of spaces and elements appearing herein constitute the original copyrighted work of Moderna Architects, LLC and/or its consultant(s). Any reproduction, use or disclosure of information contained herein without prior written consent from Moderna Architects is strictly prohibited.

drawn by:

reviewed by:

project no.: 1954

date:

seal:

Expires 12.31.2022

TYPICAL ROOF PLAN
TOWNHOME GROUP

a7

CHANDLER arizona
Community of Innovation

City Council Memorandum **Economic Development Memo No.** N/A

Date: June 7, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Micah Miranda, Economic Development Director
From: Kimberly Janes
Subject: Agreement No. ED8-920-3876, Amendment No. 3, for Search Engine Optimization and Pay Per Click Services

---

Proposed Motion:

Staff move that City Council approve Agreement No. ED8-920-3876, Amendment No. 3, with Simpleview, LLC, for search engine optimization and pay per click services, in an amount not to exceed $75,200 for the period of July 1, 2021, through June 30, 2022.

Background/Discussion:

The Proposition 302 Maricopa County Grant program (Prop 302) is available to destination marketing organizations within Maricopa County and is administered by the Arizona Office of Tourism. The purpose of this grant program is to provide funding for new and expanded tourism marketing activities such as advertising, website development, public relations and travel industry marketing that focus on promoting the community as a destination. The City of Chandler has utilized Prop 302 to fund the development, maintenance and support of the City's tourism website, www.VisitChandler.com, since 2003.

The responsive website features essential Chandler tourism information including, but not limited to, hotel accommodations, attractions, a calendar of events, and a dining guide. It is a key marketing tool to reach potential visitors. VisitChandler.com is featured on all promotional materials and advertisements and is also used to measure the success of advertisements and general promotions. The website is a key source of information for people researching travel to Chandler and continues to drive online traffic. In Fiscal Year (FY) 2020-21, the tourism website generated 259,832 sessions year-to-date, representing a 6.0% increase in traffic when compared to the same period in FY 2019-20.

Pay per click (PPC) ads are strategically placed website advertisements which appear on the right and on top of natural search engine results for specific keywords and phrases. PPC is typically a strong marketing strategy when trying to rank highly competitive keywords and phrases with more immediate results. Search Engine Optimization (SEO) is an organic method of increasing the likelihood that a website is found by a user when searching for a keyword or phrase through a search engine, thereby connecting the user with the content he or she is seeking. SEO is a strong, long-term strategy which requires a continual investment of time but provides lasting website growth.

In FY 2018-19, the tourism website was refreshed and was designed to execute specific, strategic

digital campaigns aligned with the Tourism Strategic Plan. A block of simple support hours allows for minor modifications within FY 2021-22.

Evaluation:

On June 14, 2018, City Council approved Agreement No. ED8-920-3876 with Simpleview, LLC, for search engine optimization (SEO) and pay per click (PPC) services, for one year, with the option of up to four one-year extensions.

Staff recommends extension of this Agreement for the term of July 1, 2021, through June 30, 2022.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.1580.5219.0.3ED001	Grant Operating	Prop 302 Tourism Grant	75,200	N

Attachments

Amendment

DocuSign Envelope ID: 9B0EBB4A-D142-4AF8-9AEA-7C7697E132C9

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: June 10, 2021

AMENDMENT TO CITY OF CHANDLER AGREEMENT
SEARCH ENGINE OPTIMIZATION AND PAY PER CLICK SERVICES
CITY OF CHANDLER AGREEMENT NO. ED8-920-3876

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Simpleview, LLC, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for search engine optimization and pay per click services (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2018 through June 30, 2019, with the option of up to four one-year extensions; and

WHEREAS, the Parties exercised the first option to extend for the period of July 1, 2019 through June 30, 2020; and

WHEREAS, the Parties exercised the first option to extend for the period of July 1, 2020 through June 30, 2021; and

WHEREAS, the Parties wish to exercise the third option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section 4, Price is amended to read as follows: The City will pay the Contractor the per unit cost

DocuSign Envelope ID: 9B0EBB4A-D142-4AF8-9AEA-7C7697E132C9

set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 3. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed $75,200.00.

3. Section 5, Term is amended to read as follows: The Agreement is extended for a one-year period July 1, 2021 through June 30, 2022.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3_ and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Scott Meredith

Its: Head of Contracts & Procurement

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

DocuSign Envelope ID: 9B0EBB4A-D142-4AF8-9AEA-7C7697E132C9

REVISED EXHIBIT B
FEE SCHEDULE

Section 1: Search Engine Optimization All-inclusive pricing for the services described in the Scope of Work.	
Organic SEO and Reporting	$24,000.00 per year
Analytics	Included in Management Fee
Section 2: Pay Per Click All-inclusive pricing for the services described in the Scope of Work.	
PPC Management	$7,200.00 per year
PPC Spend	$36,000.00 per year
Section 3: Simple Support	$8,000.00 per year
Section 3: Total Annual Cost Total annual cost of services for Sections 1, 2 and 3 above.	**$75,200.00**
Section 4: Hourly Rates Provide staff roles and hourly rates for services in addition to the Scope.	
Role: Lela Scott MacNeil (Digital Media Analyst)	$125.00 per hour
Role: Leanna Gonzalez (SEO Analyst)	$125.00 per hour

DocuSign Envelope ID: 9B0EBB4A-D142-4AF8-9AEA-7C7697E132C9

ITEM 6

City Council Memorandum **Information Technology** **Memo No.** N/A

Date:	June 7, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Sandip Dholakia, Chief Information Officer
From:	Rachelle Faherty, IT Applications Manager
Subject:	Purchase of IBM Notes Annual Support and Maintenance Services

Proposed Motion:

Move City Council approve the purchase of IBM Notes annual support and maintenance services, from SHI International Corporation, utilizing the Omnia Partners Contract No. 2018011-02, in the amount of $93,694, and authorize the City Manager or designee to sign a linking agreement with SHI International Corporation.

Background/Discussion:

The City currently uses HCL Notes software for Citywide email and calendaring. The Notes environment includes emails, calendaring licenses, application and database. Notes support provides access to technical assistance resources to resolve software application issues as well as provides software fixes.

The City began a multi-year project in FY 17-18 to replace IBM Notes with Microsoft Exchange for email and calendaring. The conversion is expected to be completed on June 7, 2021. In order to ensure an orderly transition, IBM notes will be archived for up to 12 months which will allow employees to access their emails in Notes on a "read only" basis. All pertinent emails and records can then be saved in O365 for future reference. Maintenance for Notes will not be renewed in FY 22-23 and the budgeted amount will be redirected for annual Microsoft licensing costs.

This renewal covers the City's ongoing use of the IBM Notes system for the period of July 1, 2021, through June 30, 2022.

Evaluation:

Omnia Partners competitively solicited and awarded a contract for Information Technology Solutions and Services. The City has a current Intergovernmental Agreement with Omnia Partners that permits the cooperative use of their contracts. The term of the Omnia Partners contract is valid through February 28, 2023.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

403.1290.5419.0.0.0	Technology Replacement	N/A	$93,694	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date: June 7, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Sandip Dholakia, Chief Information Officer
From: Rachelle Faherty, IT Applications Manager
Subject: Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance

Proposed Motion:
Move City Council approve the sole source purchase of EAM system annual support and maintenance from CentralSquare Technologies, LLC, in the amount of $92,921 for the term of July 1, 2021, through June 30, 2022.

Background/Discussion:
Lucity is the Enterprise Asset Management system that manages the City's service and work requests, coordinates preventative maintenance programs and tracks City asset maintenance throughout the asset's life cycle. The City continues to expand the use of the application for other City work management functions. This system also handles citizen service requests with a web-based service request system.

The support provides access to technical assistance resources to resolve application issues, software fixes and includes application upgrades necessary to operate and keep the system current.

Evaluation:
In June 2020, Council approved an agreement with CentralSquare Technologies, LLC, for the annual support and maintenance of the EAM system. The agreement allows for support and maintenance services to be performed annually while the EAM system is in use by the City. Because the system is proprietary, the ongoing support and maintenance services are available only from CentralSquare Technologies. No other vendors are authorized to provide these services.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$92,921	N

Attachments

Agreement

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC**, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**CentralSquare**") and the **City of Chandler, AZ** ("**Customer**"), together with CentralSquare , the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Chandler
1000 Business Center Dr. Lake Mary, FL 32746	175 S. Arizona Ave Chandler, AZ 85225
By: DocuSigned by: Danilo Gargiulo AAA5B6CEC387424	By: Kevin Hartke
Print Name: Danilo Gargiulo	Print Name: Kevin Hartke
Print Title: SVP Business Transformation & Strategy	Print Title: Mayor
Date Signed: 5/29/2020	Date Signed:
	APPROVED AS TO FORM: City Attorney ATTEST: City Clerk

1. **Solution: Public Administration**
2. **Term.**
   - 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
   - 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
   - 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party sixty (60) days prior to the expiration of the current contract term.
3. **Fees.** In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

CITY OF CHANDLER CORPORATE SEAL ARIZONA

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

4.1. **"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. **"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. **"Baseline"** means the version of a Solution updated to the particular time in question through CentralSquare 's warranty services and maintenance, but without any other modification whatsoever.

4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.7. **"Custom Modification"** means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.

4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.9. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 (**"Support Standards"**).

4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.

4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

4.19. **"Representatives"** means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.20. **"CentralSquare Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.21. **"Solutions"** means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.22. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. License, Access & Services and Audit.

5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. CentralSquare shall deliver to Customer the initial copies of the Solutions outlined in Exhibit 1 by (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB- CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**

5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than one (1) year after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site

access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:

5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.6. Limitations. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare , remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.7. Exceptions. CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;

5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;

5.7.4. the operation of, or access to, Customer's or a third-party's system, materials or network;

5.7.5. any relocation of the Solution other than by CentralSquare personnel;

5.7.6. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.8. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.9. Changes. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare 's services to its customers, or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.10. Subcontractors. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

5.11. Security Measures. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and

enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare , in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

   6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

   6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

   6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

   6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

   6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare 's provision of services to any third-party, in whole or in part;

   6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

   6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

   6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare 's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. **Customer Obligations.**

   7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

   7.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

   7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. **Professional Services.**

   8.1. Compliance with Customer Policies. While CentralSquare Personnel are performing services at Customer's site, CentralSquare will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers

providing similar services and that have been provided to CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

8.2. Contributed Material. In the process of CentralSquare 's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables (**"Contributed Material"**). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare , CentralSquare 's Affiliates and CentralSquare 's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality. Confidential Information. Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy (**"Confidential Information"**). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

9.1. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

9.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

10. Security.

10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. Personal Data. If CentralSquare processes or otherwise has access to any personal data or personal information on Customer's behalf when performing CentralSquare 's obligations under this Agreement, then:

11.1. Customer shall be the data controller (where **"data controller"** means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where **"data processor"** means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

11.4. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

12.1. LIMITED WARRANTY. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **DISCLAIMER OF WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY**

CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare : **CentralSquare**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235 **email:** info@CentralSquare .com
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Chandler**
175 S. Arizona Ave.
Chandler, AZ 85225
Phone: 480.782.2400 **email:** carolee.stees@chandleraz.gov
Attention: Purchasing Division

14. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. **Indemnification.**

15.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Centralsquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents

or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND CENTRALSQUARE 'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

19.1. Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

19.2. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute.. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. Escalation to Mediation. If the Parties cannot resolve any Dispute during the good faith negotiations either Party may initiate mediation under Section 19.4.

19.4. Mediation. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

19.6. Litigation or Arbitration as a Final Resort. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence binding arbitration in accordance with the provisions of regarding choice of law and arbitration.

19.7. Arbitration. The Parties agree that any dispute, controversy, or claim arising out of or related to the Employee's employment with the Company or termination of employment, this Agreement, or any alleged breach of this Agreement shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration to be held in Florida. Parties agree to hold the deliberations in such arbitration confidential.

19.8. Arbitration Procedure. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the American Arbitration Association's employment arbitration panel for the area. The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

20. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

21.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, excepting specifically that CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

24. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on

any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

26. **Material Adverse Change.** If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. **Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. **Order of Precedence.**

28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail: .

28.1.1. The main body of this Agreement and any associated amendments or change orders.

28.1.2. The attached Exhibits to this Agreement.

28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

28.2. Incorporated Exhibits to this Agreement:

Exhibit 1 – Project Cost Summary

Exhibit 2 - Maintenance & Support Standards

Exhibit 3 – Travel Expense Guidelines

29. **A.R.S. § 38-511 applies to this Agreement.**

EXHIBIT 1

Project Cost Summary

Annual Support Term – July 1, 2020 – June 30, 2021

Application	Qty	Annual Term 7/1/20-6/30/21
API	1	$ 1,188.68
Lucity Assets	1	$ 35,779.44
Lucity Assets	1	$ 1,669.96
Financials Integration	1	$ -
Lucity GIS Desktop	1	$ 8,035.52
Lucity GIS Web	1	$ 2,377.37
Citizen Portal	1	$ 3,566.06
Lucity Work	1	$ 38,037.94
Total		**$ 90,654.98**

PAYMENT TERMS:

RECURRING FEES

a. The Annual Support Fees are due prior to the start of the term listed above.

ANCILLARY FEES

b. Reimbursement of travel and living expenses will be governed by Exhibit 3 (**"Travel Expense Guidelines"**) attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.

c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

d. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.

EXHIBIT 2

Support Standards

I. **Support Hours: Hours During Which CentralSquare 's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. **Targeted Response Times.**
"Notification" means a communication to CentralSquare 's help desk by means of: (i) CentralSquare 's web helpline; or (ii) the placement of a telephone call.

III. **Support Terms.**
Beginning on the Execution Date and continuing for twelve (12) months thereafter (**"Initial Support Term"**), CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a (**"Renewal Support Term"**). This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to CentralSquare 's support obligations, CentralSquare will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable CentralSquare "Telephone Support" hour occurring after CentralSquare 's receipt of the Notification:

Priority	Description	Response Goal	Resolution Goal
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning the Solution is not performing a process that has caused a complete work stoppage.	Within 60 minutes of the issue being reported and a resolution planned within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, CentralSquare has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. A resolution plan will detail the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning CentralSquare 's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported and a resolution planned within five (5) days.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning the Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issue being reported.	

Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) CentralSquare 's support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare 's online support portal, and b) when CentralSquare 's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a CentralSquare approved remote access Customer so that CentralSquare can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for CentralSquare staff and each session participant.

DocuSign Envelope ID: 06C05968-FBA0-487A-967F-F37576BEB97A

EXHIBIT 3

Travel Expense Guidelines

CentralSquare will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the CentralSquare Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – CentralSquare will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, CentralSquare shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –CentralSquare will use the most reasonable accommodations possible, dependent on the city. All movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date:	June 7, 2021
To:	Mayor and Council
Thru:	Joshua H. Wright, Acting City Manager Debra Stapleton, Assistant City Manager Sandip Dholakia, Chief Information Officer
From:	Rachelle Faherty, IT Applications Manager
Subject:	Purchase of Oracle Annual Support and Maintenance

Proposed Motion:

Move City Council approve the purchase of Oracle annual support and maintenance from Mythics, Inc., utilizing Omnia Partners Contract No. 180233-002, in the amount of $300,165, for the term of August 1, 2021 through July 31, 2022, and authorize the City Manager or designee to sign a linking agreement with Mythics, Inc.

Background/Discussion:

The City utilizes Oracle database products to store data for the following major systems: Permits and Inspections, Utility Billing, Geographic Information Systems, Tax & License Application and numerous other departmental systems. The City utilizes E-Business Suite Applications, which includes Self-Service Human Resources, Financials, Project Billing, iExpense, and iProcurement application modules.

Oracle support provides access to technical assistance resources needed to resolve system issues as well as software fixes. The maintenance provides system and application upgrades necessary to operate and keep the systems current.

The City purchases maintenance and support based on the number of servers and processors on which the software is running on an annual basis.

Evaluation:

Omnia Partners competitively solicited and awarded a contract for Oracle Products and Services. The City has a current Intergovernmental Agreement with Omnia Partners that permits the cooperative use of their contracts. The term of the Omnia Partners contract is valid through November 30, 2023.

Financial Implications:

Funding for this contract is contingent on the FY 2021-22 Budget being final adopted and new appropriation being made available by July 1, 2021.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$300,165	N

CHANDLER arizona
Community of Innovation

City Council Memorandum **Information Technology** **Memo No.** N/A

Date: June 7, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Services Manager
Subject: Agreement No. IT1-918-4343, for Business License Portal Applications Managed Support Services

Proposed Motion:

Move City Council approve Agreement No. IT1-918-4343, with Parsus Solutions, LLC, for business license portal applications managed support services, in the amount of $500,000, for the period of June 15, 2021, through June 14, 2022.

Background/Discussion:

In 2019, the Management Services Department, Tax and License Division, introduced an online customer portal to automate and enhance doing business with the City of Chandler. This online portal allows customers to register their business, initiate a liquor license or special event liquor license, and apply for specialty licenses (e.g. massage, peddler, second hand dealer, etc.), as well as renew, pay, and print registrations and licenses without visiting City Hall. The City is seeking vendor-managed support services for providing citizen enhancements and ongoing application support and maintenance of this portal, as well as the critical Tax and License systems (e.g. licensing portal and the tax and licensing audit software suite) which help manage the tax licensing data and revenues that flow from the State.

Evaluation:

On December 13, 2018, City Council approved an agreement for a business registration and specialty license web portal with Parsus Solutions, LLC. The portal is now in place, but requires ongoing support and development services, along with the Tax and License system which helps manage the tax licensing data and revenues that flow from the State. Since Parsus was the developer of the web portal and understands the City Tax and License system, they are the best choice to continue development and maintain the portal and system interfaces to ensure the best customer service experience for Chandler's business community. The agreement term is June 15, 2021, through June 14, 2022, with three additional one-year options to extend.

Financial Implications:

Funding for this agreement will use $72,000 from remaining License Administration Portal project funds, and $428,000 will be funded with AZCares contingency authorized for use in the new Fiscal Year in the Innovation and Technology Council Focus Area by Resolution No. 5481 on May 13, 2021.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1285.5219.0.IC090	General Government Capital Projects	License Administration Portal	$ 72,000	Y
217.1280.5219.3AZ004	Operating Grant Fund	AZCares Funds	$ 428,000	Y

Attachments

4343 Agreement

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: 6/10/21

CITY OF CHANDLER SAMPLE SERVICES AGREEMENT
BUSINESS REGISTRATION PORTAL APPLICATIONS
MANAGED SUPPORT SERVICES
CITY OF CHANDLER AGREEMENT NO. IT1-918-4343

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Parsus Solutions, LLC, an Arizona limited liability corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021(Effective Date).

RECITALS

A. City proposes to purchase managed support services for the Business Registration Portal, My Chandler, and CLASS (Collections Licensing Audit Software Suite) applications as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year and begins on June 15, 2021 and ends on June 14, 2022 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to three additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $500,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City
Name: Purchasing Division
Title: Procurement Officer
Address: 175 S. Arizona Avenue, 3rd
Chandler, AZ 85225
Phone: 480.782.2400
Email: purchasing@chandleraz.gov

For the Contractor
Name: G. Parekh
Title: Partner, Parsus Solutions, LLC.
Address: 14632 N. Frank Lloyd Wright Blvd #1240
Scottsdale, AZ 85260
Phone: 480.614.9000
Email: g.parekh@parsus.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.RS. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses,

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: E. Parekh

Its: Partner, Parsus Solutions, LLC

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

EXHIBIT A TO AGREEMENT
SCOPE OF SERVICES

Managed Support Services

Contractor will provide Managed Support Services to City of Chandler as defined below:

- Applications include, but are not limited to:
  - Business Portal (business.chandleraz.gov)
  - MyChandler (auth.chandleraz.gov)
  - CLASS (Collections Licensing Audit Software Suite)

- Perform all upkeep and maintenance services including (but not limited to) the following:
  - Management & Business Analysis (includes managing staff, status updates, process flow, screen flow, content gathering, coordination between the City and Contractor personnel, content management and loading and other similar tasks)
  - Code Development (business logic layer, front-end layer, content management system layer and other similar tasks)
  - Testing (includes unit testing, interface testing, end-to-end user testing, load testing and other similar testing-related tasks)
  - Content-based Tasks (any and every content creation, content editing and content management task as requested by City)
  - Graphical and User Interface Design and Development (including brand execution, development of process flows, icons, images, animations, videos and other similar tasks)
  - Meeting and Conference Time (time spent by Contractor staff in meetings and conference calls)
  - Other Miscellaneous Tasks (all technology and business-related tasks requested by the City)

Communication

The parties will communicate utilizing email, JIRA, and Slack.

To facilitate remote work, the City will provide web meeting software and conference bridges, if required.

Reporting and Documentation

All requests for services will be processed through a designated city system. This will enable both parties to manage and fulfill all requests.

Support/Development Items

Contractor will work on items requiring development as needed by the City. Priorities and items will be reviewed and mutually agreed upon by both parties.

City Responsibilities

- Change management
- All database related services

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Contractor will track time for all Contractor staff for time spent on City's systems and will obtain approval prior to submitting any invoice. Hours will be billed in five-minute increments and will be sent to City on a monthly basis. The rate for services provided is $140 per hour with a 4% yearly cost-of-living adjustment.

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

EXHIBIT C TO AGREEMENT
INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three year period.

E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under $500,000

		Minimum Limits:
Per Loss	$	2,000,000
Aggregate	$	2,000,000

For Service Contracts over $500,001

		Minimum Limits:
Per Loss	$	5,000,000
Aggregate	$	5,000,000

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.
If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three years following termination of the Contract.
If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

1. The Contractor's insurance must contain broad form contractual liability coverage.

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.

2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

A. *City as Additional Insured*. The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

DocuSign Envelope ID: 6D7BCE17-08DF-4681-AA88-2A3368995EBB

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, tracings, studies, design analyses, original drawings, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of the City and are to be delivered to the City Representative before the final payment is made to the Contractor. In the event these Documents are altered, modified or adapted without the written consent of the Contractor, which consent the Contractor shall not unreasonably withhold, the City agrees to hold the Contractor harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adaptation of the Documents.

Contractor to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Contractor, its subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to the Contractor.

License to City for Reasonable Use. With this Agreement, the Contractor and its subcontractors hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works. In the event that the derivative works require the City to alter or modify the Documents, then the provisions of this section apply.

Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Contract must be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software for the City must be performed within the borders of the United States. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of this Contract.

ITEM 10

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 21-056

Date: June 7, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Danielle Wells, Revenue and Tax Manager
Subject: License Series 12, Restaurant Liquor License Application for Jared Michael Repinski, Agent, V&S, LLC, DBA Brooklyn V's Pizza

---

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 149186, a Series 12 Restaurant Liquor License, for Jared Michael Repinski, Agent, V&S, LLC, dba Brooklyn V's Pizza, located at 4991 S. Alma School Road, Suite 12, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 301001.

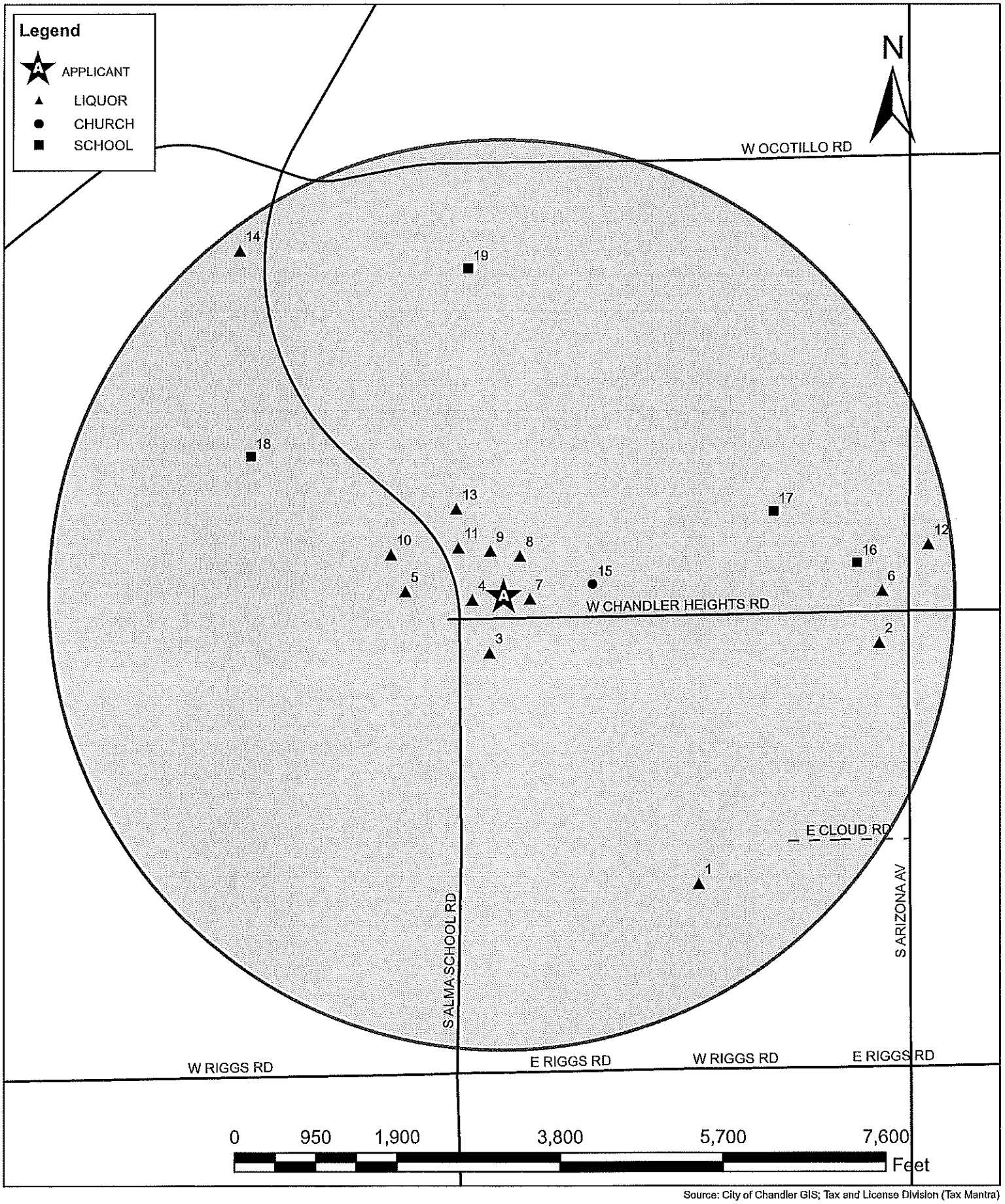
Discussion:

This application for a liquor license was posted for hearing on June 10, 2021.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12 Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Map
B-Floor Plan



Source: City of Chandler GIS; Tax and License Division (Tax Mantra)

Chandler + Arizona

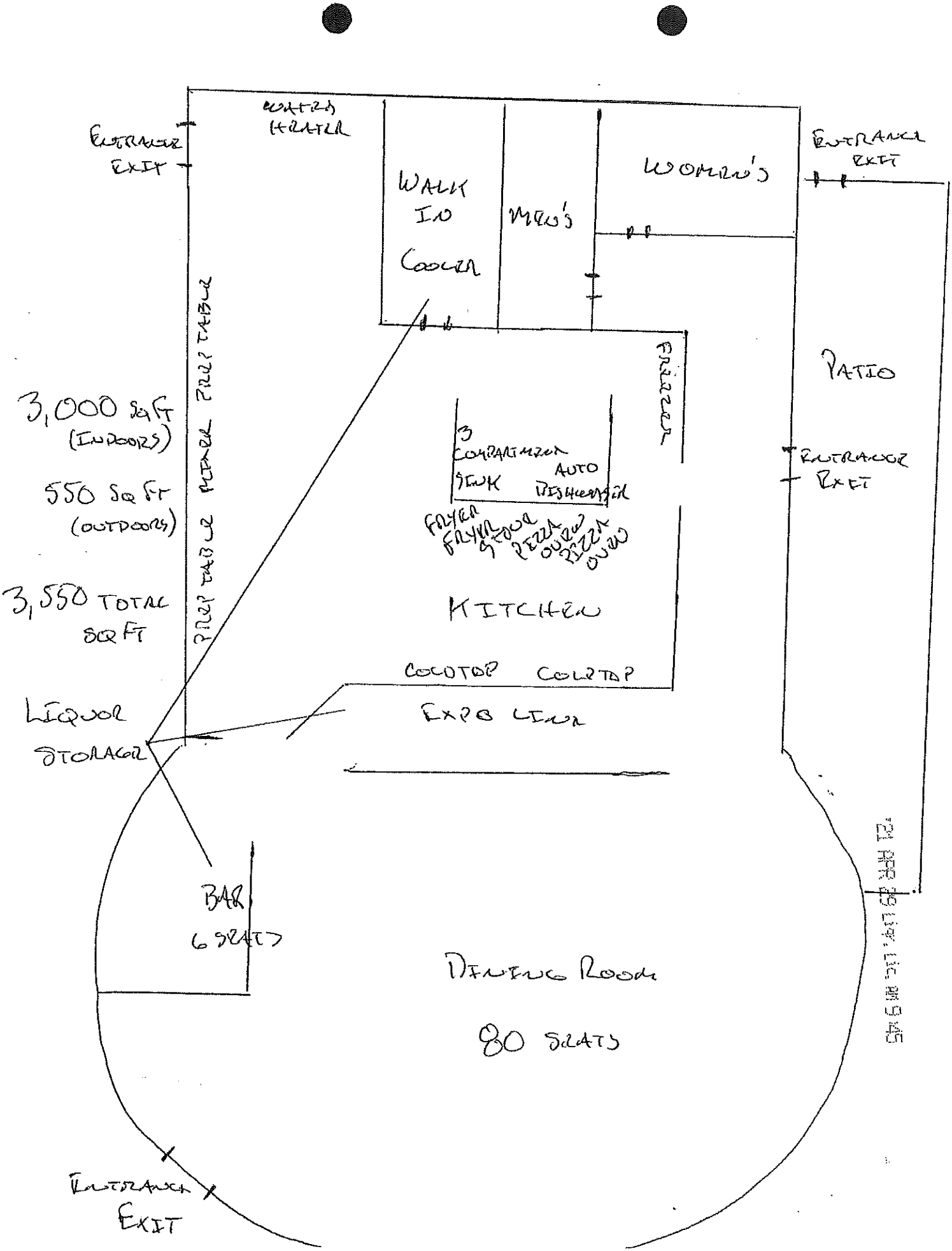
4991 S. Alma School Road Suite 12

This map shows the locations of all churches, schools and spirituous liquor outlets within a one (1) mile radius of the proposed location.

Please refer to attached list for additonal information

A Brooklyn V's Pizza
1 Iron/Oaks At Sun Lakes
2 Chandler Height Am/Pm
3 Biryani And Bites Chandler
4 Mama Thai Kitchen
5 Safeway Inc #1566
6 Cvs/Pharmacy # 00193
7 Maduros Fine Cigars And Tobacco
8 Cuisine & Wine Bistro
9 Johnny's Greek & Burger Bar
10 Hyderabad House
11 Fiesta Mexicana Restaurant No.13
12 Blue 32 Sports Grill
13 Dvine Gourmet
14 Ocotillo Village Health Club
15 LDS Church
16 Basis Chandler
17 Fulton Elementary School
18 Independence Elementary School CTA
19 Monas Country Daycare & School

NOTE: The information provided on this page represents all active Liquor Licenses which may include businesses in transition to a new owner/use. Therefore, the prior business name may still be listed since the license has not been final closed.


ENTRANCE EXIT
WATER HEATER
WALK IN COOLER
MEN'S
WOMEN'S
ENTRANCE EXIT
PATIO
FREEZER
3,000 SQ FT (INDOORS)
550 SQ FT (OUTDOORS)
3,550 TOTAL SQ FT
PREP TABLE
PREP TABLE
3 COMPARTMENT SINK
AUTO DISHWASHER
FRYER
FRYER
STOVE
PIZZA OVEN
PIZZA OVEN
KITCHEN
COOKTOP
COOKTOP
EXPO LINE
ENTRANCE EXIT
LIQUOR STORAGE
BAR
6 SEATS
DINING ROOM
80 SEATS
21 AND UP Liq. Lic. #9145

CHANDLER arizona
Community of Innovation

City Council Memorandum **Neighborhood Resources** **Memo No.** NR 21-023

Date: June 7, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
Leah Powell, Neighborhood Resources Director

From: Riann Balch, Community Resources Manager

Subject: Resolution No. 5483 Authorizing the Allocation of Fiscal Year 2021-2022 General Funds in the Amount of $1,087,344.23 and American Rescue Plan Funds in the Amount of $737,955.77 to Various Non-Profit Agencies in Accordance with the Recommendations of the Chandler Housing and Human Services Commission and Staff

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5483, authorizing the allocation of Fiscal Year 2021-2022 General Funds in the amount of $1,087,344.23 and American Rescue Plan funds in the amount of $737,955.77 to various non-profit agencies in accordance with the recommendations of the Chandler Housing and Human Services Commission and staff.

Background:

The City of Chandler annually allocates General Funds from the Social Services Fund (SSF) and the Youth Enhancement Program (YEP). In addition, funds from utility bill donations are allocated from the Acts of Kindness (A-OK) program. The Mayor and City Council has also designated funds for veteran transportation that are granted to qualifying non-profit agencies.

The following funds are available for allocation in FY 2021-2022:

PROGRAM	TOTAL FUNDS AVAILABLE	ADMINISTRATIVE ALLOCATION	AVAILABLE FOR ALLOCATION
SSF	$432,275.14	$12,968.25	$419,306.14
YEP	$648,412.76	$19,452.38	$628,960.38
A-OK	$29,076.97	$0.00	$29,076.97
Veterans Transportation	$10,000.00	$0.00	$10,000.00
TOTAL	**$1,119,764.87**	**$32,420.64**	**$1,087,344.23**

For FY 2021-2022, General Fund allocations are prioritized for three population groups: Basic Needs, Special Populations, and Youth.

Discussion:

The City received 50 applications totaling $2,011,215.96 for the FY 2020-2021 General Fund allocations. Each application was assigned to a subcommittee of the Housing and Human Services Commission (HHSC) for review. Each subcommittee met at least twice to review and discuss the applications. Comments captured during review sessions will be shared with applicant agencies upon request.

Initial allocations for each population group were developed, along with contingency recommendations, to account for an increase or decrease in funds. Applicant organizations were notified of initial recommendations on May 7, 2021. Recommendations were finalized by the HHSC on May 12, 2021, following a public hearing.

In May 2021, the City of Chandler received American Rescue Plan (ARP) funding from the federal government. On May 13, 2021, Council approved allocating additional ARP funds to further support non-profit organizations serving Chandler residents during this challenging time. The contingency plans for potential receipt of additional funds were applied, resulting in an additional recommendation of $737,955.77 through the allocation process.

A listing of recommendations for the FY 2021-2022 General Fund and American Rescue Plan Allocations (Attachment A) and a brief description of the programs (Attachment B) for which funding is recommended are attached. The HHSC and staff believe these funding recommendations will grant much-needed financial support to organizations that provide valuable services to Chandler residents and are responsive to the current needs of the Chandler community.

Financial Implications:

FY 2021-2022 allocations in the amount of $1,087,344.23 will be paid by the City of Chandler General Fund as part of the FY 2021-2022 Operating Budget, and $737,955.77 will be paid for by American Rescue Plan funds approved for allocation by Council. The Acting City Manager or designee is authorized to enter into the agreements pursuant to this resolution.

Attachments

Resolution No.5483

Exhibit A: General Fund and American Rescue Plan Allocations

Exhibit B: FY 2021-2022 General Fund and American Rescue Plan Program Descriptions

RESOLUTION NO. 5483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ALLOCATION OF FISCAL YEAR 2021-2022 GENERAL FUNDS IN THE AMOUNT OF $1,087,344.23 AND AMERICAN RESCUE PLAN FUNDS IN THE AMOUNT OF $737,955.77 TO VARIOUS NON-PROFIT AGENCIES IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE CHANDLER HOUSING AND HUMAN SERVICES COMMISSION AND STAFF.

WHEREAS, the City of Chandler, in partnership with state and federal funding, non-profit partners, faith-based organizations, community leaders, and caring Chandler residents, provides a network of human services, education and assistance to Chandler's most vulnerable residents; and

WHEREAS, building on strengths, collaborative efforts, partnerships and innovation, this network has helped many Chandler residents and youth overcome barriers, survive crisis, improve their education, increase independence, and build self-confidence; and

WHEREAS, the City of Chandler allocated funding of $1,087,344.23 in the FY 2021-2022 budget for supporting various agencies that provide human services programs for City of Chandler residents; and

WHEREAS, the City of Chandler received American Rescue Plan funding from the Federal Government and chooses to allocate $737,955.77 in the FY 2021-2022 budget to provide additional support to various agencies that provide human services programs for City of Chandler residents; and

WHEREAS, various agencies submitted requests totaling over $2,011,215.96; and

WHEREAS, the Chandler Housing and Human Services Commission ("HHSC") has reviewed the applications and is recommending funding; and

WHEREAS, attached Exhibit A lists the agencies and funding levels recommended to the City Council; attached Exhibit B describes each agency's human services programs; and both exhibits are incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona, as follows:

Section 1. Approves the agency and funding levels as recommended by the HHSC as in the attached Exhibits A and B.

Section 2. Authorizes the Neighborhood Resources Department to notify the various agencies involved and establish any appropriate processes for funding distribution, program monitoring and program evaluation.

Section 3. Authorizes the Acting City Manager, or designee, to enter into agreements, suspend, terminate, amend, allocate, or reallocate funding to agencies, and take such other actions as are necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of June, 2021.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5483 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of June, 2021 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit A

Fiscal Year 2021-2022

General Fund and American Rescue Plan Supplemental Recommendations

No.	Agency/Proposal	Amount Funded FY 20/21	Amount Requested FY 21/22	GF Initial Recommendation FY 21/22	ARP Supplemental Recommendation FY 21/22	Total Allocation FY21/22
1	A New Leaf, Inc. - Homeless Shelter Services	$ 20,000.00	$ 50,000.00	$ 20,000.00	$ 30,000.00	$ 50,000.00
2	A New Leaf, Inc. - Safe Access Domestic Violence Referral Hotline	$ -	$ 15,000.00	$ -	$ 10,000.00	$ 10,000.00
3	About Care, Inc. - Empowering Independent Living	$ 10,000.00	$ 30,000.00	$ 10,000.00	$ 20,000.00	$ 30,000.00
4	About Care, Inc. - Senior Wellness Collaboration	$ 10,000.00	$ 25,000.00	$ 10,000.00	$ 15,000.00	$ 25,000.00
5	Arizona Burn Foundation - Early Childhood Burn Prevention and Fire Safety Education Program	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
6	AZCEND - Chandler Food Bank Basic Needs Program	$ 45,000.00	$ 55,000.00	$ 55,000.00	$ -	$ 55,000.00
7	AZCEND - Community Action Program	$ 133,199.00	$ 187,500.00	$ 86,969.58	$ 100,530.42	$ 187,500.00
8	AZCEND - Housing and Stability Specialist	$ 35,000.00	$ 48,000.00	$ 35,000.00	$ 13,000.00	$ 48,000.00
9	AZCEND - Interfaith Homeless Emergency Lodging Program (I-HELP)	$ 55,000.00	$ 60,000.00	$ 60,000.00	$ -	$ 60,000.00
10	AZCEND - Senior Nutrition Program	$ 126,870.00	$ 150,000.00	$ 123,148.52	$ 26,851.48	$ 150,000.00
11	AZCEND - TBRA Case Management	$ 40,000.00	$ 35,515.00	$ 35,515.00	$ 4,485.00	$ 40,000.00
12	Big Brothers Big Sisters of Central Arizona - Chandler Mentoring Programs	$ 10,000.00	$ 15,000.00	$ 10,000.00	$ 5,000.00	$ 15,000.00
13	Boys & Girls Clubs of the Valley, Chandler Branch - Safe, Healthy and Successful Kids Program	$ 45,000.00	$ 100,000.00	$ 45,000.00	$ 10,000.00	$ 55,000.00
14	Catholic Charities Community Services, Inc. - My Sister's Place Family-Based Healing for Survivors of Domestic Violence	$ 15,000.00	$ 25,000.00	$ 15,000.00	$ 10,000.00	$ 25,000.00
15	CeCe's Hope Center - Trauma Informed Services for Trafficking Survivors	$ -	$ 15,000.00	$ 10,000.00	$ 5,000.00	$ 15,000.00

No.	Agency/Proposal	Amount Funded FY 20/21	Amount Requested FY 21/22	GF Initial Recommendation FY 21/22	ARP Supplemental Recommendation FY 21/22	Total Allocation FY21/22
16	Central Arizona Shelter Services, Inc. (CASS) - Shelter and Supportive Services for Chandler Residents Experiencing Homelessness	$ -	$ 35,000.00	$ -	$ -	$ -
17	Chandler CARE Center - Chandler Children's Medical Clinic and Building Blocks for Children	$ 85,000.00	$ 123,061.05	$ 85,000.00	$ 40,000.00	$ 125,000.00
18	Chandler Cultural Foundation - Connecting Kids Program	$ -	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
19	Chandler Gilbert Arc - Employment Program	$ 10,000.00	$ 21,334.00	$ -	$ 15,000.00	$ 15,000.00
20	Child Crisis Arizona - Fostering Homeless Children	$ -	$ 12,000.00	$ 12,000.00	$ -	$ 12,000.00
21	Chrysalis Shelter for Victims of Domestic Violence, Inc. - Victim Services	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
22	Community Bridges, Inc. - Community Court Navigation Services	$ 68,750.00	$ 68,750.00	$ -	$ -	$ -
23	Community Bridges, Inc. - Mobile Community Outreach and Crisis Stabilization	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00
24	Desert Sounds Performing Arts, Inc. - Chandler Mariachi and Jeremy Project	$ -	$ 15,000.00	$ 10,000.00	$ 5,000.00	$ 15,000.00
25	Dignity Health Foundation East Valley - Chandler Children's Dental Clinic	$ 96,750.00	$ 158,884.00	$ 96,750.00	$ 63,250.00	$ 160,000.00
26	East Valley JCC - Children from Single Parent Homes with Low Income	$ 17,725.00	$ 75,000.00	$ 18,000.00	$ 57,000.00	$ 75,000.00
27	East Valley JCC - JBox Seniors in Need	$ -	$ 30,000.00	$ -	$ 10,000.00	$ 10,000.00
28	East Valley JCC - Youth in Crisis	$ -	$ 25,000.00	$ 10,000.00	$ 15,000.00	$ 25,000.00
29	EMPACT Suicide Prevention Center - Senior Peer Counseling	$ 10,000.00	$ 11,800.00	$ 10,000.00	$ 1,800.00	$ 11,800.00
30	FANS Across America Charitable Foundation - FANS Diaper Bank	$ 20,000.00	$ 30,000.00	$ 25,000.00	$ 10,000.00	$ 35,000.00
31	FANS Across America Charitable Foundation - FANS Locker Room	$ 10,000.00	$ 30,000.00	$ 10,000.00	$ 20,000.00	$ 30,000.00
32	ICAN: Positive Programs for Youth - ICAN Out of School Time Programs	$ 60,000.00	$ 100,000.00	$ 62,961.13	$ 37,038.87	$ 100,000.00

No.	Agency/Proposal	Amount Funded FY 20/21	Amount Requested FY 21/22	GF Initial Recommendation FY 21/22	ARP Supplemental Recommendation FY 21/22	Total Allocation FY21/22
33	Junior Achievement of Arizona - JA BizTown and BizTown Adventures	$ 10,000.00	$ 30,000.00	$ 10,000.00	$ 20,000.00	$ 30,000.00
34	Matthew's Crossing Food Bank - Emergency Food Assistance	$ 15,000.00	$ 20,000.00	$ 15,000.00	$ 5,000.00	$ 20,000.00
35	Mesa United Way - Chandler VITA Program	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ -	$ 20,000.00
36	Midwest Food Bank - Emergency Food Box Program	$ 10,000.00	$ 40,000.00	$ 10,000.00	$ 30,000.00	$ 40,000.00
37	Mission of Mercy - Basic Health Care Needs for Chandler Residents	$ 10,000.00	$ 15,000.00	$ 10,000.00	$ 5,000.00	$ 15,000.00
38	Neighbors Who Care, Inc. - Aging in Place	$ 10,000.00	$ 15,000.00	$ 10,000.00	$ 5,000.00	$ 15,000.00
39	notMYkid, Inc. - Youth Mental Health Collective	$ 15,000.00	$ 25,000.00	$ 10,000.00	$ 15,000.00	$ 25,000.00
40	One Small Step, Inc. - Clothes Cabin and Homeless Services	$ 22,000.00	$ 35,000.00	$ 10,000.00	$ 25,000.00	$ 35,000.00
41	Read On Chandler - Kith and Kin Project	$ -	$ 33,371.91	$ -	$ 10,000.00	$ 10,000.00
42	Recreation and Athletics for Individuals with Disabilities (RAD) - Payment Assistance for Individuals with Disabilities	$ 10,000.00	$ 21,000.00	$ 10,000.00	$ 11,000.00	$ 21,000.00
43	Resurrection Street Ministry, Inc. - Driving Our Veterans	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ -	$ 10,000.00
44	Resurrection Street Ministry, Inc. - Feeding Our Chandler Neighbors	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	$ 25,000.00
45	The Salvation Army - Client Choice Food Pantry	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 5,000.00	$ 15,000.00
46	The Salvation Army - Rental Assistance for Families in Crisis	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 5,000.00	$ 20,000.00
47	The Salvation Army - Youth Programming	$ 17,000.00	$ 20,000.00	$ 17,000.00	$ 8,000.00	$ 25,000.00
48	Si Se Puede Foundation - STEM Robotics and Vocational Training	$ 10,000.00	$ 50,000.00	$ 10,000.00	$ 40,000.00	$ 50,000.00
49	United Food Bank - Emergency & Supplemental Food Assistance Program	$ -	$ 10,000.00	$ -	$ 10,000.00	$ 10,000.00
50	Valley of the Sun YMCA - Chandler Family YMCA I-Learn Program	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 10,000.00	$ 20,000.00
	Total	**$ 1,172,294.00**	**$ 2,011,215.96**	**$ 1,087,344.23**	**$ 737,955.77**	**$ 1,825,300.00**

Exhibit B

FY 2021-2022 General Fund and American Rescue Plan
Program Descriptions and Funding Recommendations

1. **A New Leaf, Inc. – Homeless Shelter Services**
   Requested amount: $50,000
   Recommendation: $50,000

   A New Leaf provides shelter for individuals (East Valley Men's Center) and families (La Mesita) experiencing homelessness. A New Leaf assists in securing appropriate housing options, employment, and support systems to address underlying factors, which ultimately leads to housing stability and independent living.

2. **A New Leaf, Inc. – Safe Access to Domestic Violence Referral Hotline**
   Requested amount: $15,000
   Recommendation: $10,000

   A New Leaf's Safe Access to Domestic Violence Referral Hotline is a 24/7 hotline that provides intervention and referrals to individuals and families experiencing domestic violence. Services include immediate safety planning, needs assessment, coordination of safe exit and transportation.

3. **About Care, Inc. – Empowering Independent Living**
   Requested amount: $30,000
   Recommendation: $30,000

   About Care provides free services to Chandler residents who are elderly or disabled to assist them in remaining independent in their homes. Services, such as transportation, grocery shopping and errands, friendly visits, respite, reassurance phone calls, computer assistance, minor home repairs, case management, and information and referral are provided by trained volunteer. The program defrays the high cost of assisted living, reduces isolation, and assists with improving the mental and physical health of recipients.

4. **About Care, Inc. – Senior Wellness Collaboration**
   Requested amount: $25,000
   Recommendation: $25,000

   About Care, Inc. and Neighbors Who Care partner to provide follow-up support services to homebound seniors and persons who are disabled who have been recently discharged from medical facilities. Volunteers provide assisted transportation services and manage care to improve in-home recovery and meet basic needs, which decreases future need for emergency services and hospitalization.

5. **Arizona Burn Foundation – Early Childhood Burn Prevention and Fire Safety Education Program**

   Requested amount: $10,000
   Recommendation: $10,000

   The Early Childhood Burn Prevention and Fire Safety Education Program focuses on teaching children how to be aware of items in-and-around the home that could cause a serious burn injury and important fire safety education rules. The program incorporates K-2 Arizona College & Career Ready State Standards for both safety education and literacy education. Students receive an activity book, parent guide, fire escape plan, and resources to help further educate parents on fire safety and what to do in case of an accident or emergency in English or Spanish.

6. **AZCEND – Chandler Food Bank Basic Needs Program**

   Requested amount: $55,000
   Recommendation: $55,000

   AZCEND's Chandler Food Bank responds to food insecurity and hunger for individuals and families in need through the provision of emergency and supplemental food. Emergency food boxes contain enough nutritious food for at least nine meals per family member and ,are tailored to the unique needs of household members whenever possible. Supplemental food includes fresh/perishable food and can be accessed weekly.

7. **AZCEND – Community Action Program**

   Requested amount: $187,500
   Recommendation: $187,500

   AZCEND's Community Action Program (CAP) provides safety net programming to Chandler residents with low-income facing a financial crisis. The program provides intake/eligibility services, referrals, financial education, case management, and direct financial assistance for eviction and disconnection prevention. The goal is to provide short-term assistance to alleviate the immediate crisis and long-term support to help Chandler residents reach a higher level of stability.

8. **AZCEND – Housing and Stability Specialist**
   Requested amount: $48,000
   Recommendation: $48,000

   AZCEND's Housing and Stability Specialist provides services to households experiencing homelessness. The Specialist assists households in locating appropriate housing and continues to support them after move-in as they stabilize and gain independence. Services include connection to education, training and employment services, health and behavioral health care, recovery services, veteran services, and income benefits.

9. **AZCEND – Interfaith Homeless Emergency Lodging Program (I-HELP)**
   Requested amount: $60,000
   Recommendation: $60,000

   AZCEND's I-HELP provides emergency food and shelter to up to 25 single individuals experiencing homelessness in Chandler each night. The program operates through a collaboration of faith-based organizations in the East Valley that open their facilities to provide safe shelter and an evening meal on a rotating basis. AZCEND also provides intensive case management and supportive services to program participants to assist them in ending their homelessness.

10. **AZCEND – Senior Nutrition Program**
    Requested amount: $150,000
    Recommendation: $150,000

    AZCEND's Senior Nutrition Program provides hot, nutritionally balanced meals to Chandler residents who are either elderly or disabled. Congregate meals are provided at the Chandler Senior Center in the dining room. There is also a meal delivery option for seniors who are homeboun. Participants who engage in the home delivered meal program also receive a wellness check to assess their general health and wellbeing.

11. **AZCEND – TBRA Case Management**
    Requested amount: $35,515
    Recommendation: $40,000

    AZCEND's TBRA Case Manager provides intensive case management and support services to individuals and families experiencing homelessness who participate in the City of Chandler Tenant-Based Rental Assistance Program (TBRA). The TBRA case manager facilitates participant's transition into housing, helps them to stabilize and address the issues that led to their homelessness, and build independent living skills as they transition to permanency.

12. **Big Brothers Big Sisters of Central Arizona – Chandler Mentoring Programs**
    Requested amount: $15,000
    Recommendation: $15,000

    Big Brothers Big Sisters' Mentoring Program provides school-based mentoring services to low-income, at-risk youth, in grades 2 through 6, at San Marcos Elementary School in Chandler and at ICAN. Matches (youth and mentors) meet during their lunch hour once per week and participate in leadership development activities on the school grounds. Mentors provide guidance to youth as it relates to school and home.

13. **Boys & Girls Clubs of the Valley – Safe, Healthy and Successful Kids Program**
    Requested amount: $100,000
    Recommendation: $55,000

    The Boys & Girls Clubs of the Valley's (BGCV) Chandler Branch provides structured, purposeful, and fun after-school and summer activities to vulnerable youth residing in Chandler zip codes 85224, 85225, and 85226 to assist them in becoming productive, caring, and responsible citizens. BGCV promotes a sense of belonging, academic success, healthy lifestyles, good character, and citizenship to improve graduation rates and discourage risky behaviors.

14. **Catholic Charities Community Services, Inc. – My Sister's Place: Family-Based Healing for Survivors of Domestic**
    Requested amount: $25,000
    Recommendation: $25,000

    My Sister's Place is a 30-bed facility that offers a safe, home-like environment for victims of domestic violence. My Sister's Place provides emergency shelter and a range of supportive services that promote client independence, well-being and goal achievement. My Sister's Place also operates a 24/7 crisis hotline to provide immediate support, information, and referral.

15. **CeCe's Hope Center – Trauma Informed Services for Trafficking Survivors**
    Requested amount: $15,000
    Recommendation: $105000

    CeCe's Hope Center serves women aged 18-24 who are survivors of sex trafficking. The program provides women with multidimensional care and resources to address severe trauma and medical issues, basic daily needs and securing housing. All participants are interviewed to assess their readiness and current situation to establish a holistic plan that helps support their journey to self-sufficiency.

16. **Central Arizona Shelter Services, Inc. – Shelter and Supportive Services for Chandler Residents**

Requested amount: $35,000
Recommendation: $ -0-

Central Arizona Shelter Services (CASS) Single Adult Shelter serves individuals experiencing homelessness throughout Maricopa County with 350 beds for men and 120 beds for women. In addition to providing shelter, CASS clients have access to case management services and housing opportunities.

17. Chandler CARE Center Children's Medical and Dental Clinic – Chandler Children's Medical Clinic and Building Blocks for Children

Requested amount: $123,061.05
Recommendation: $125,000.00

The Chandler Children's Medical Clinic collaborates with Dignity Health Building Blocks for Children (BBC), providing no-cost medical care to uninsured youth who otherwise may be unable to access care. The Clinic works with volunteer licensed medical providers, providing examinations, diagnostics, and treatment of minor illness and injury including chronic and co-occurring disorders such as ADHD and Asthma. BBC provides access to hearing and vision screening, free glasses, and referrals.

18. Chandler Cultural Foundation – Connecting Kids

Requested amount: $10,000
Recommendation: $10,000

The Vision Gallery's Connecting Kids program provides visual arts, musical theatre, and performance arts training at no cost to youth ages 6 to 18 years of age. The program is intended to supplement and, in some cases, replace arts programs that have been reduced or eliminated in the public schools.

19. Chandler Gilbert Arc – Employment Program

Requested amount: $21,334
Recommendation: $15,000

Chandler Gilbert Arc's Employment Program provides individuals who are intellectually and/or developmentally disabled continuous and intermittent support to maintain their existing work and social skills. Many of the clients served receive their social experience through their relationships and interactions with Chandler Gilbert Arc peers and staff.

20. Child Crisis Arizona – Fostering Homeless Children

Requested amount: $12,000
Recommendation: $12,000

The Child Crisis Arizona Fostering Homeless Children Program recruits, trains, licenses and monitors foster homes for the benefit of children experiencing homelessness in the child welfare system. Foster parents provide daily care, supervision, and nurturance for children placed in their homes. Child Crisis Arizona monitors the placement of those children to ensure their safety and assess issues or needs that might arise as the parents integrate the child into the family structure.

21. Chrysalis Shelter for Victims of Domestic Violence, Inc. – Victim Services

Requested amount: $10,000
Recommendation: $10,000

Chrysalis Victim Services provides crucial support to adult and child victims of domestic abuse, including residents of Chandler. Services include: (1) Emergency Shelter, including basic needs, counseling, referrals, and support groups; (2) Transitional Housing, including case management, referrals, and support services; (3) Outpatient Counseling for adults and kids; and (4) Victim Advocacy, including court accompaniment.

22. Community Bridges, Inc. – Community Court Navigator

Requested amount: $68,750
Recommendation: $-0-

Community Bridges, Inc. (CBI) provides a navigator, which connects individuals experiencing homelessness who have open court cases to services to help end their homelessness. This may include assistance accessing shelter or detox, applying for benefits, and locating housing services. CBI's navigator's use evidence-based practices including housing first, harm reduction, motivational interviewing and assertive outreach.

23. Community Bridges, Inc. – Mobile Community Outreach and Crisis Stabilization

Requested amount: $10,000
Recommendation: $10,000

Community Bridges, Inc. (CBI) provides mobile community outreach and substance use/behavioral health related crisis stabilization services to persons who are homeless, indigent, or working poor. As a "No Wrong Door Agency", police, fire, hospitals, urgent psychiatric centers, crisis mobile teams, and the general public can bring individuals to CBI's facilities when they present with a substance use/behavioral health emergency. Mobile community outreach teams are available 24/7 to respond to the crisis needs of Chandler residents.

24. Desert Sounds Performing Arts, Inc. – Chandler Mariachi and Jeremy Project

Requested amount: $15,000
Recommendation: $15,000

Desert Sounds Performing Arts, Inc.'s Jeremy Project provides musical instruments and ancillary supplies to children of Chandler families with low-income who would not otherwise be able to participate in their school band/orchestra program. Secondary populations are schools that no longer have the budget for musical instruments. Chandler Mariachi program helps connect students to their community by connecting them to traditional mariachi instruction using authentic instruments and instrumentation.

25. Dignity Health Foundation East Valley – Chandler Children's Dental Clinic

Requested amount: $158,884
Recommendation: $160,000

Dignity Health and the Chandler CARE Center work collaboratively to provide preventive and restorative dental services to low-income and uninsured youth at the Chandler CARE Center clinic and to provide oral health education to children and adults in the community. Dignity Health offers preventive dental services including examinations, prophylaxis (cleaning), x-rays, sealants, fluoride varnish, and education at the clinic.

26. East Valley Jewish Community Center – Children from Single Parent Homes with Low Income

Requested amount: $75,000
Recommendation: $75,000

East Valley Jewish Community Center (East Valley JCC) provides a high-quality educational experience for children through curriculum focused on the emotional development of the child, and techniques to help prevent social isolation and help keep children feeling involved in their community and at home. The center focuses on each child's ability to reach the next level of development in all areas - cognitive, fine motor, large motor, creative, social-emotional.

27. East Valley Jewish Community Center – JBox Seniors in Need

Requested amount: $30,000
Recommendation: $10,000

East Valley Jewish Community Center (East Valley JCC) provides weekly opportunities for community among seniors along with a kosher meal. With the impact of COVID-19 East Valley JCC identified three main senior needs: human interaction while sheltering-in place, learning within their community, and cognitive engagement. JBox provides a well-balanced, fresh and varied menu from the East Valley JCC kosher kitchen. These meals are prepared and delivered to homebound seniors.

28. East Valley Jewish Community Center – Youth in Crisis

Requested amount: $25,000
Recommendation: $25,000

East Valley Jewish Community Center (East Valley JCC) provides a fun, peer-based program for youth from low-income families. East Valley JCC employs counselors who promote a strong emotional connection so that youth are prepared for what is to come. Participants will be able to engage with other children their age and communicate their needs in socially appropriate ways.

29. EMPACT Suicide Prevention Center – Senior Peer Counseling

Requested amount: $11,800
Recommendation: $11,800

The Senior Peer Counseling Program meets the emotional needs of older adults through peer support to address loneliness, depression, or difficult transitions. Availability of mental health funding for older adults is extremely limited. The Senior Peer Counseling Program is a cost-effective way for seniors to access needed services in a setting that is comfortable and non-threatening. The program reaches seniors who would not otherwise get help.

30. FANS Across America Charitable Foundation – FANS Diaper Bank

Requested amount: $30,000
Recommendation: $35,000

FANS Across America provides basic daily living necessities allowing families to use their limited financial resources for priorities such as food and shelter. FANS Across America serves families experiencing homelessness in transition, students experiencing homelessness, and victims of domestic violence who are referred by local community partners. FANS Diaper Bank provides up to a five-to-seven-day emergency supply of diapers so that families can provide a new diaper at every change.

31. FANS Across America Charitable Foundation – FANS Locker Room

Requested amount: $30,000
Recommendation: $30,000

FANS Across America provides basic daily living necessities allowing families to use their limited financial resources for priorities such as food and shelter. FANS Across America serves families experiencing homelessness in transition, students experiencing homelessness, and victims of domestic violence who are referred by school districts or partner social services organizations. The Locker Room is stocked with daily living essentials such as clean clothing, school uniforms, undergarments, shoes, socks, personal, and dental hygiene items, backpacks filled with grade appropriate school supplies, consumable paper goods, and household items such as linens, cleaning supplies, laundry detergent, dishes, and pots and pans.

32. ICAN: Positive Programs for Youth – ICAN Out of School Time Programs

Requested amount: $100,000
Recommendation: $100,000

ICAN offers the Recreation Program as an important element of its year-round services for youth. The program teaches kids health and nutrition awareness, encourages physical activity and fitness, and promotes self-awareness, confidence, and positive life choices. Program activities are offered in age-specific groups and include multi-cultural/multi-media arts; tutoring; homework help and other skill enrichment classes; curriculum-based structured sports, games, and physical activity; free play; and monthly community service projects.

33. Junior Achievement of Arizona – JA BizTown and BizTown Adventures

Requested amount: $30,000
Recommendation: $30,000

Junior Achievement's BizTown and JA BizTown Adventures programs provide financial literacy, workforce readiness, and entrepreneurial education to Chandler's students. The intent of the programs is to increase students' problem solving and critical thinking skills; introduce students to various career paths and industries; and provide students with a specific understanding of economic concepts, financial literacy skills and work readiness fundamentals.

34. Matthew's Crossing Food Bank – Emergency Food Assistance

Requested amount: $20,000
Recommendation: $20,000

Matthew's Crossing Emergency Food Assistance Program provides individuals and families in need of hunger relief with approximately six to eight days of food. More than 56% of those served are Chandler residents who reside in the 85224 or 85225 zip codes. The food assistance program provides an individual or family with one Emergency Food Box a month, and up to three Holiday Food Boxes and Meals to Grow backpacks/food closets/snack packs.

35. Mesa United Way – Chandler VITA Program

Requested amount: $20,000
Recommendation: $20,000

The Volunteer Income Tax Assistance (VITA) program provides free tax preparation services to low- and medium-income individuals and families in the Chandler community. The program is a federally sponsored, administered, and monitored by the Internal Revenue Service (IRS). In partnership with the Mesa United Way, the City of was able to expand its program from four sites to seven sites, while providing year-round tax preparation assistance.

36. Midwest Food Bank – Arizona Division – Emergency Food Box Program

Requested amount: $40,000
Recommendation: $40,000

Midwest Food Bank – Arizona Division's Emergency Food Box program, in coordination with its fifteen partnering organizations, offers over 5,000 pre-packaged emergency food boxes to low-income, food insecure children, families, and elderly annually.

37. Mission of Mercy – Basic Health Care Needs for Chandler Residents

Requested amount: $15,000
Recommendation: $15,000

Mission of Mercy makes health care accessible to low-income, uninsured families residing in Chandler. All patients receive primary health care, necessary prescription medications, personalized health education, and referrals to specialty and/or community services needed to improve quality of life.

38. Neighbors Who Care, Inc. – Aging in Place

Requested amount: $15,000
Recommendation: $10,000

Neighbors Who Care, Inc. (NWC) provides a safety net to elderly homebound, disabled, and/or frail Chandler residents, enabling them to remain healthier, less isolated, and continue to live independently in their own homes. NWC's eleven different non-medical assistive services (medical transportation, dinner delivery, minor repairs, business assistance, reassurance calling, caregiver respite, shopping/errands, van service, friendly visiting, business advocacy, and welfare visiting) are provided through volunteers.

39. notMYkid, Inc. – Young Mental Health Collective

Requested amount: $25,000
Recommendation:$25,000

notMYkid, Inc.'s Suicide Safer Chandler provides students, parents, and school faculty in Chandler the tools needed to recognize risk factors associated with suicide and an awareness of suicide prevention resources available in the community. Young Mental Health Collective will reach 2,750 Chandler youth, parents and school staff through a combination of depression/suicide and anxiety/stress prevention education presentations during the 2021/2022 school year.

40. One Small Step, Inc. – Clothes Cabin and Homeless Services

Requested amount: $35,000
Recommendation: $35,000

One Small Step's Emergency Clothing Bank distributes free clothing, shoes, and linens three times a week to individuals and families with no or low income who cannot afford to buy what they need. One Small Step also provides steel-toed boots to individuals who need them to get or keep a job. Program participants are referred by local nonprofits. Clients experiencing homelessness clients are able to utilize the free laundry service and may reserve a locker for personal items for six months.

41. Read On Chandler – Kith and Kin Project

Requested amount: $33,372
Recommendation: $10,000

Read On Chandler's Kith and Kin Project provides services to children and family, friend or neighbor (FNN) caregivers. Children that are cared for by FFN's typically arrive to kindergarten unprepared in comparison to children who attend traditional preschool programs. Caregivers receive resources, materials, and information on topics such as child development, health and safety, positive guidance, navigating challenging behaviors, nutrition, language and literacy and home safety.

42. Recreation and Athletics for Individuals with Disabilities (RAD) – Payment Assistance for Individuals with Disabilities

Requested amount: $21,000
Recommendation: $21,000

RAD's Payment Assistance for Individuals with Disabilities helps to pay the registration fees and purchase equipment and uniforms for low-income people with disabilities to participate in therapeutic sports offered by the City of Chandler's Parks and Recreation Division.

43. Resurrection Street Ministry, Inc. – Driving Our Veterans 2021

Requested amount: $10,000

Recommendation: $10,000

Resurrection Street Ministry, Inc.'s Driving Our Veterans is a transportation program for veterans living in Chandler needing non-emergency rides to/from VA medical facilities or other critical appointments. All rides are provided free of charge to the veterans by Resurrection Street Ministry's volunteer drivers.

44. Resurrection Street Ministry, Inc. – Feeding Our Chandler Neighbors 2021

Requested amount: $25,000
Recommendation: $25,000

The Feeding Our Chandler Neighbors program provides nutritional food boxes and other services, such as clothing and home necessity needs, to food insecure individuals, families, and group homes in Chandler. Mobile site distributions are conducted at eight to ten sites each month. Resurrection Street Ministry also provides food to small nonprofit organizations in Chandler that do not have the ability to pick up nutritional perishable foods with proper equipment (refrigerated trucks) or to store food until it is distributed.

45. The Salvation Army – Client Choice Food Pantry

Requested amount: $15,000
Recommendation: $15,000

The Client Choice Food Pantry provides food security while allowing clients to select their own food. Clients are issued points to shop at the pantry based on their household size. Food items are assigned a point value, with healthier items having a lower point value to encourage positive food choices. Food choice allows clients to meet dietary restrictions and preferences and choose foods they can use and prepare at home.

46. The Salvation Army – Rental Assistance for Chandler Residents in Crisis

Requested amount: $20,000
Recommendation: $20,000

The Salvation Army Chandler Corps offers rental, utility, and mortgage assistance to prevent Chandler residents from losing their home and avoid homelessness. Case management services are also provided to re-stabilize the household. The program targets low- and moderate-income Chandler households with children, who are faced with an unforeseen financial crisis.

47. The Salvation Army – Youth Programming

Requested amount: $20,000
Recommendation: $20,000

The Kids Club, an after-school program to meet the needs of Chandler families, especially those with low-to-moderate income, after the school day ends. The program promotes positive socialization, reduces risky behavior, and provides a safe environment to play and increase academic achievement before their parent(s) or guardians return home in the evening.

48. Si Se Puede Foundation – STEM and Vocational Training

Requested amount: $50,000
Recommendation: $50,000

The Si Se Puede Foundation (SSPF) Makerspace facility will house SSPF robotics and expand educational opportunities to include vocational skill set training for students pursuing a trade, craft or profession. The SSPF STEM program provides paths to higher education, STEM degrees, and careers in high-tech and manufacturing fields. The addition of vocational training will provide youth and community members interested in pursuing employment in the trades industry.

49. United Food Bank – Emergency and Supplemental Food Assistance Program

Requested amount: $10,000
Recommendation: $10,000

United Food Bank's Emergency and Supplemental Food Assistance (ESFA) Program improves the health, well-being and food security of people with low income, persons experiencing homelessness, and otherwise disadvantaged youth and adults residing in Chandler. Food is distributed five days per week to Chandler and other community partners. This distributed food is used to assemble emergency food boxes, to prepare congregate meals, to prepare meals and/or snacks for children, to provide backpacks to children at-risk of missing weekend meals, and to distribute through School Pantries.

50. Chandler Family YMCA – Chandler Family YMCA I-Learn Program

Requested amount: $20,000
Recommendation: $20,000

The I-Learn Program is an alternative education program for secondary education students. I-Learn students earn the credits necessary to earn their high school diploma and tools and exposure to become successful in their next stage of life. Programming includes job training and certifications, field trips to community college and/or technical institutions and other support to ensure students can access these programs after high school.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-135

Date: June 7, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Kurt Hoffman, Engineer Assistant

Subject: Project Agreement No. WA2108.401, with Professional Piping Systems, LLC, dba WaCo Contracting, Pursuant to Job Order Contract No. JOC1702.401, for the Small Water Valve Replacements 2021

Proposed Motion:

Move City Council award Project Agreement No. WA2108.401 to Professional Piping Systems, LLC, dba WaCo Contracting, pursuant to Job Order Contract No. JOC1702.401, for the Small Water Valve Replacements 2021, in an amount not to exceed $909,698.87.

Background/Discussion:

The Public Works & Utilities Department administers an ongoing Water Valve Replacement Program to evaluate aging water infrastructure and identify high priority valves in need of replacement. The replacement of broken valves in the City's water distribution system reduces the time to shut down a water main during water emergencies and minimizes water loss and damage to surrounding infrastructure and personal property.

The project scope of work consists of the replacement of twenty nine valves, ranging in size from six to sixteen inches in various locations. Affected residents and businesses will receive prior notification of any planned water outages. The contract completion time is 180 calendar days following Notice to Proceed.

A related Professional Services Agreement with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Small Water Valve Replacements 2021, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

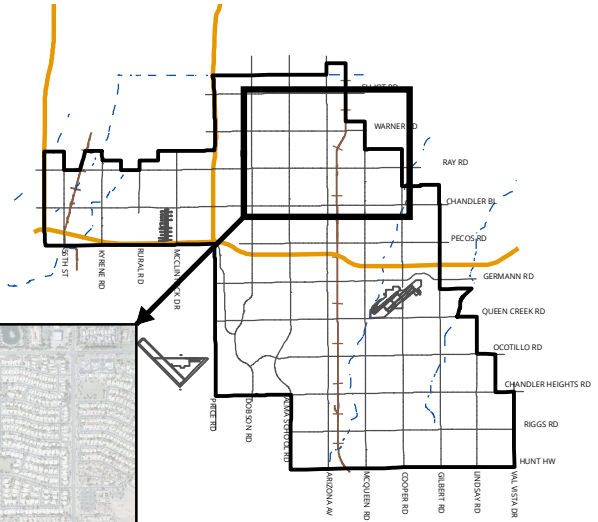
605.3820.6714.6WA023	Water Operating	Main & Valve Replacements	$909,698.87	Y

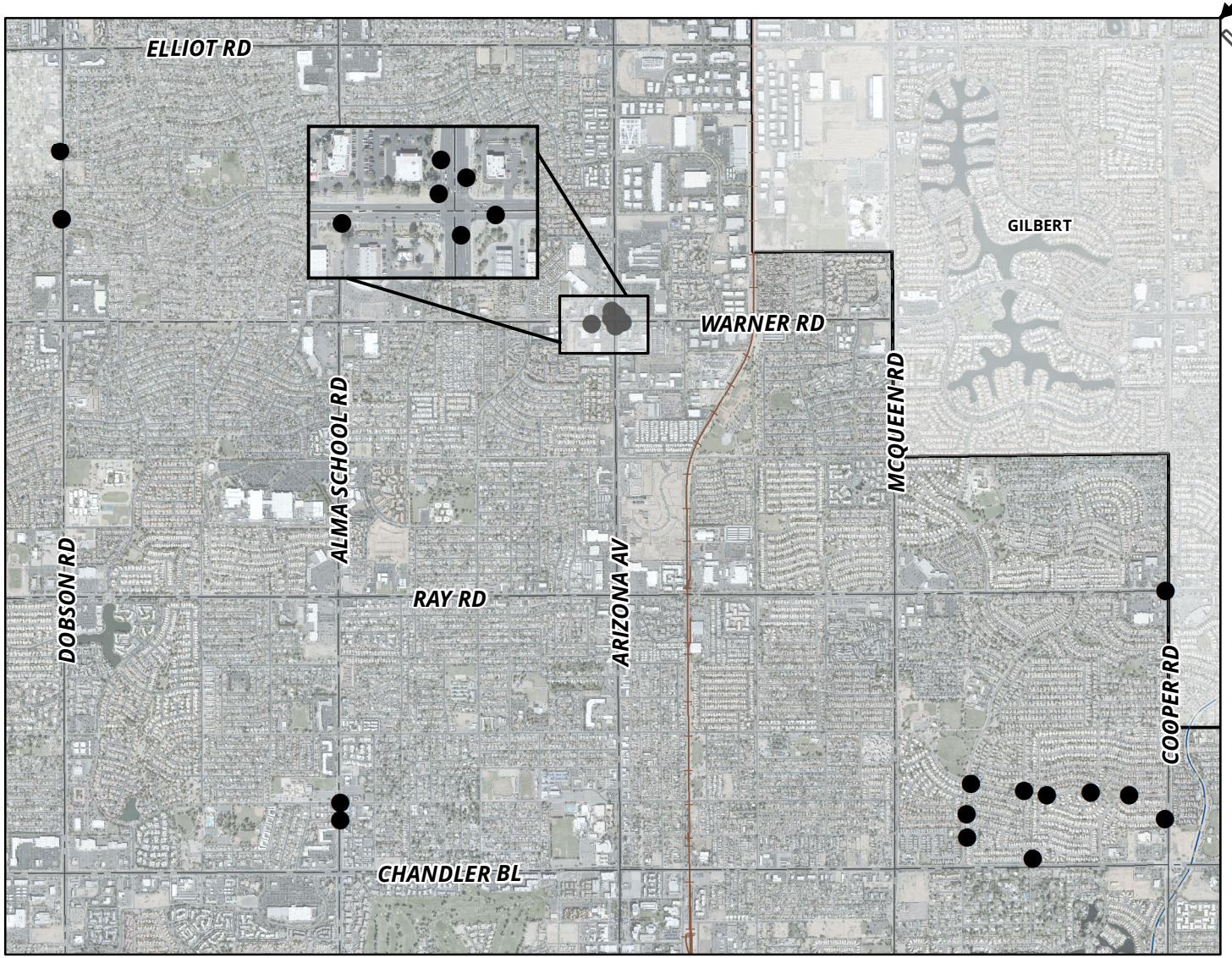
Attachments

Location Map
Agreement - WaCo Contracting

CHANDLER
arizona

SMALL WATER VALVE REPLACEMENTS - 2021
PROJECT NO. WA2108.401





MEMO NO. CP21-135

● PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-135 SMALL WATER VALVE REPLACEMENTS 2021\CP21-135.mxd 4/15/2021 MARICELAH

PROJECT AGREEMENT (JOB ORDER)
PURSUANT TO JOB ORDER CONTRACT NO. JOC1702.401

PROJECT AGREEMENT (JOB ORDER) NO.: WA2108.401
PROJECT NAME: SMALL WATER VALVE REPLACEMENTS 2021

This PROJECT AGREEMENT (JOB ORDER) is made this _____ day of _____ 2021, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY") and **Professional Piping Systems, LLC, dba WaCo Contracting**, a limited liability company, (hereinafter referred to as "JOC") and is a Job Order Agreement entered into pursuant to JOB ORDER CONTRACT NO. JOC1702.401.

CITY and JOC, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

This Project Agreement (Job Order) is **SMALL WATER VALVE REPLACEMENTS 2021**, Project Number **WA2108.401**. The scope of work consists of Installation and replacement of small water valves in various locations throughout the City, all as more particularly set forth in Exhibit A attached hereto and incorporated herein by reference.

The JOC shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

At project completion, JOC shall complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in Exhibit C and Exhibit D respectively attached hereto and incorporated herein by reference.

ARTICLE 2. CONTRACT PRICE

CITY shall pay JOC for completion of the Work in accordance with the Job Order Contract a fee not to exceed the Guaranteed Maximum Price of **$ 909,698.87** Dollars determined and payable as set forth in Job Order Contract JOC1702.401 and Exhibit B attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC agrees to complete all Construction within **180** calendar days from the effective date of the Notice to Proceed.

ARTICLE 4. GENERAL

This Project Agreement (Job Order) is entered into pursuant to JOB ORDER CONTRACT NO. JOC1702.401 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"
CITY OF CHANDLER:

MAYOR Date

Recommended By:

Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

By: _____

ATTEST:

City Clerk SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"
Professional Piping Systems, LLC, dba WaCo Contracting:

Signature 4/16/2021
Date

Chad Watkins
Print Name

Member
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

Professional Piping Systems, LLC, dba WaCo Contracting

3250 S 35th Ave .

Phoenix, AZ 85009

EXHIBIT A
SCOPE OF WORK

4/14/2021

City of Chandler
Attention Kurt Hoffman

Exhibit A - Scope of Services / Schedule

City of Chandler Project No. WA2108.401 Small Valve Replacements

The following is a current known scope for the small valve replacements assigned to WaCo Contracting. Field conditions will dictate final work performed.

1. Detroit Street Between Superstition Blvd and Hudson Place: Install new 12" in-line valve on north side of Detroit in landscape area south of property at 294 N Hudson Place. Existing valves assumed to work well enough for shutdown and traditional valve replacement. Sidewalk panel(s) may need to be replaced depending on exact location of water main.

2. Erie Street Between Superstition Blvd and Hudson Place: Install new 12" in-line valve on north side of Erie in landscape area south of property at 366 N Hudson Place. One 12" insertion valve may be needed to achieve water line isolation. Sidewalk panel(s) may need to be replaced depending on exact location of water main.

3. E Thatcher Blvd Between Superstition Blvd and Hudson Place: Install new 12" in-line valve on south side of Thatcher in landscape area north of property at 430 N Hudson Place. One 12" insertion valve may be needed to achieve water line isolation. Sidewalk panel(s) may need to be replaced depending on exact location of water main.

4. North side of Thatcher in alignment with Newport Street: Install one 8" Mueller Permaseal Insertion Valve. Permaseal considered equivalent to traditional gate valve and installed in lieu of 2 "temporary" insertion valves on either side of a traditional valve. No asphalt or concrete restoration anticipated.

5. North side of Thatcher in alignment with Newport Street: Install one 8" Mueller Permaseal Insertion Valve. Permaseal considered equivalent to traditional gate valve and installed in lieu of 2 "temporary" insertion valves on either side of a traditional valve. Sidewalk panel(s) may need to be replaced depending on exact location of water main.

6. Thatcher and Tower Ave: Install one 8" Mueller Permaseal Insertion Valve. Permaseal considered equivalent to traditional gate valve and installed in lieu of 2 "temporary" insertion valves on either side of a traditional valve. Sidewalk panel(s) may need to be replaced depending on exact location of water main.

7. Lakeview w/o Amber Street: Install one 8" Mueller Permaseal Insertion Valve. Permaseal considered equivalent to traditional gate valve and installed in lieu of 2

"temporary" insertion valves on either side of a traditional valve. Sidewalk panel(s) may need to be replaced depending on exact location of water main.

8. NW Corner of Erie St and N Soho Lane: Install one 6" in-line gate valve on Soho Lane just north of Erie St, and one 12" gate valve on the south side of the property on the NW corner of Soho Lane and Erie St. 12" insertion valve may be needed to achieve water line isolation. Asphalt and concrete replacement likely depending on location of water main.

9. Arizona Ave and Warner Road. 12 total valve replacements. 12-inch Mueller Permaseals (if available) may reduce number of valves needed. Availability TBD. Most locations will require traffic control and asphalt and concrete replacement.
    - Install 12" insertion valve on south side of Warner, west of Arizona Ave.
    - Install 8" insertion valve on north side of Warner, west of Arizona Ave.
    - Remove and replace 6" valve on north side of Warner, west of Arizona Ave.
    - Install 2x 12" insertion valves on Arizona Ave, north of Warner Road. Install new 12" in-line gate valve and remove and replace 6" gate valve inside of shutdown created by new insertion valves.
    - Install 2x 16" insertion valves on Arizona Ave, one north of Warner Road, one south of Warner Road. Install 2 new 16" gates (north and south of Warner) in between shutdown created by new insertion valves.
    - Install new 16" gate valve on Warner, east of Arizona Ave.

10. NW Corner Ray and Cooper: 16" valve to be abandoned in open position. Gate removed if required. New 16" in-line valve to be installed in landscape area west of current location. ADA ramp removed and replaced. Work will require traffic control.

11. Alma School and Erie St: Install one new 12" line valve, 2 8" Mueller insertion valves, 1 6" line valve, and 1 12" line valve. Work will be sequenced to allow for testing and verification of need of additional valves. Traffic control and concrete/asphalt restoration required.

12. SW Corner Shawnee Drive and Dobson: Existing 12" valve to be replaced in kind. Traffic control and concrete/asphalt restoration required. Insertion valve may be needed for isolation. Mueller Permaseal may be used to eliminate additional valves if available.

13. West side of Dobson at Palomino: Replace FH and FH independent valve (6"). One 12" insertion valve may be needed for isolation. Traffic control and asphalt and concrete replacement required.

Please contact me with any questions.

Sincerely,

Chad Watkins
Project Manager
602-390-7574

NOTES:

Bid based on:

1) Valve price replacements per provided unit prices. Prices are all inclusive of excavation, shoring, labor and equipment.
2) Items 14-27 to be charged as incurred, or per invoice if specified.
3) Landscape restoration is included at valves located in landscape.
4) Survey / As-Builts are excluded.
5) One project sign is included in this proposal.
6) Crack seal is included in paved areas.
7) Pricing includes self-performed public outreach. Allowance is for 3rd party public outreach if necessary.
8) All performed tasks to be charged at provided unit prices

Assumed waterline depths: 16" (6 feet), 12" (6 feet), 8" (4 feet), 6" (4 feet), 4" (4 feet)

All shutdowns to be performed by COC

This proposal to be included as part of subcontract.
(Below are standard exclusions to this proposal unless specifically included in line items above.)

We propose to furnish labor, equipment, and materials - complete in accordance with the plans and specifications supplied to us for the above mentioned project. All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed estimate.

EXHIBIT B
FEE SCHEDULE

WaCo Contracting - SMALL VALVE REPLACEMENT

Exhibit B - Fee Schedule

Quote to:	City of Chandler	Job Name	Small Valve Replacement
Attention:	Kurt Hoffman	Owner	City of Chandler
Project:	WA2108.401	Project Duration	180 days
City State Zip:	Chandler, AZ 85225	Phone:	480-782-3362
Email:	Kurt.Hoffman@chandleraz.gov	Date:	4/12/2021
		Revision:	1

WaCo Valve #	Item (COC Valve #)	Location	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1		294 N Hudson Place	New 12" Valve	1.00	EA	$10,750.00	$10,750.00
2		366 N Hudson Place	New 12" Valve	1.00	EA	$10,750.00	$10,750.00
3		430 N Hudson Place	New 12" Valve	1.00	EA	$10,750.00	$10,750.00
4		Thatcher and Newport Street	8" Mueller Insertion Valve	1.00	EA	$18,500.00	$18,500.00
5		Thatcher between Leoma and Cambridge	8" Mueller Insertion Valve	1.00	EA	$18,500.00	$18,500.00
6		Thatcher and Tower Ave	8" Mueller Insertion Valve	1.00	EA	$18,500.00	$18,500.00
7		Lakeview w/o Amber Street	8" Mueller Insertion Valve	1.00	EA	$18,500.00	$18,500.00
8		1982 E Erie St	1 12" valve, 1 6" valve	1.00	EA	$18,260.00	$18,260.00
9		Arizona Ave and Warner	12 total valves	1.00	EA	$220,020.00	$220,020.00
10		NW Corner Ray and Cooper	1 16" valve (includes abandonment)	1.00	EA	$25,500.00	$25,500.00
11		Alma School and Erie	5 total valves	1.00	EA	$71,010.00	$71,010.00
12		SW Corner Shawnee Drive and Dobson	New 12" Valve	1.00	EA	$10,750.00	$10,750.00
13		West side of Dobson at Palomino	6" valve and Fire Hydrant Replacemtn	1.00	EA	$13,510.00	$13,510.00
		9, 11, 13	Asphalt Milling	10.00	EA	$ 600.00	$ 6,000.00
		Various Locations	Slurry Backfill	100.00	CY	$ 85.00	$ 8,500.00
		3, 7, 9, 10, 11, 12, 13	R&R sidewalk	1500.00	SF	$ 15.00	$ 22,500.00
		Various Locations	R&R AC pavement	5000.00	SF	$ 10.00	$ 50,000.00
		10	R&R ADA Ramp	2.00	EA	$ 7,500.00	$ 15,000.00
		Various Locations	Valve Adjustment	29.00	EA	$ 750.00	$ 21,750.00
			SUBTOTAL				$ 589,050.00
Overhead and Profit (Coefficient)						12%	$ 70,686.00
Total (Negotiated Prices + Overhead and Profit)							$ 659,736.00
Insurance, Bond Taxes							
Insurance						0.47%	$ 3,100.76
Payment and Performance Bond						1.16%	$ 7,619.95
Total Taxable (Negotiated Prices + Coefficient + Insurance+Payment and Performance Bond)							$ 670,456.71
Sales Tax %*						5.07%	$ 33,992.16
			Combined Totals				$ 704,448.87
Allowance Items							
WaCo Valve	**Allowance Items**	**Location**	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
		As Used	Off-duty police (Invoice)	1.00	IN	$ 25,000.00	$ 25,000.00
		As Used	Traffic Control (Invoice)	1.00	IN	$ 50,000.00	$ 50,000.00
City's Allowance							$ 130,250.00
						Combined Allowance Item's	$ 205,250.00
TOTAL JOB ORDER							$ 909,698.87

*Tax calculated off of current City of Chandler combined tax rate.

EXHIBIT C
CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **SMALL WATER VALVE REPLACEMENTS 2021**
Project No.: **WA2108.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT D
CERTIFICATE OF COMPLETION

Project: **SMALL WATER VALVE REPLACEMENTS 2021**
Project No.: **WA2108.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WA2108.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept./Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-147

Date: June 7, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Daniel Haskins, Engineer

Subject: Professional Services Agreement No. ST2112.201, with Premier Engineering Corporation, for the Alleyway Rehab PM10 Dust Emissions Reduction 2 Design Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. ST2112.201 to Premier Engineering Corporation, for the Alleyway Rehab PM10 Dust Emissions Reduction 2 Design Services, in an amount not to exceed $72,376.88.

Background/Discussion:

In 2007, Maricopa County approved a regional Particulate Matter 10 (PM10) Reduction Plan imposed by the Environmental Protection Agency (EPA). The EPA developed ambient air quality trends for particle pollution, also called particulate matter. PM10 describes inhalable particles with diameters that are generally ten micrometers and smaller. The City continues to perform alleyway rehabilitation to adhere to this regional plan.

This contract is for design and project management services to remove the top four to six inches of various alleys (please see attached map) and replace them with crushed and compacted asphalt milling materials. The new alley roadway surfaces will be sprayed with an asphalt sealer to rejuvenate the binder in the millings. This project will reduce dust by providing an asphalt driving surface on approximately 10.31 miles of alleys.

The contract scope of work consists of project management, data gathering, utility coordination, environmental commitments, design, plans, specifications, cost estimate, and coordination with the Federal Highway Administration and the Arizona Department of Transportation. The contract completion time is 250 calendar days following Notice to Proceed.

This contract is for design and project management services only. Project construction is scheduled to occur in fiscal year 2022-2023.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Civil Services. Staff recommends approval of this agreement with Premier Engineering Corporation based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6517.6ST248	Capital General Fund	Street Repaving	$72,376.88	Y

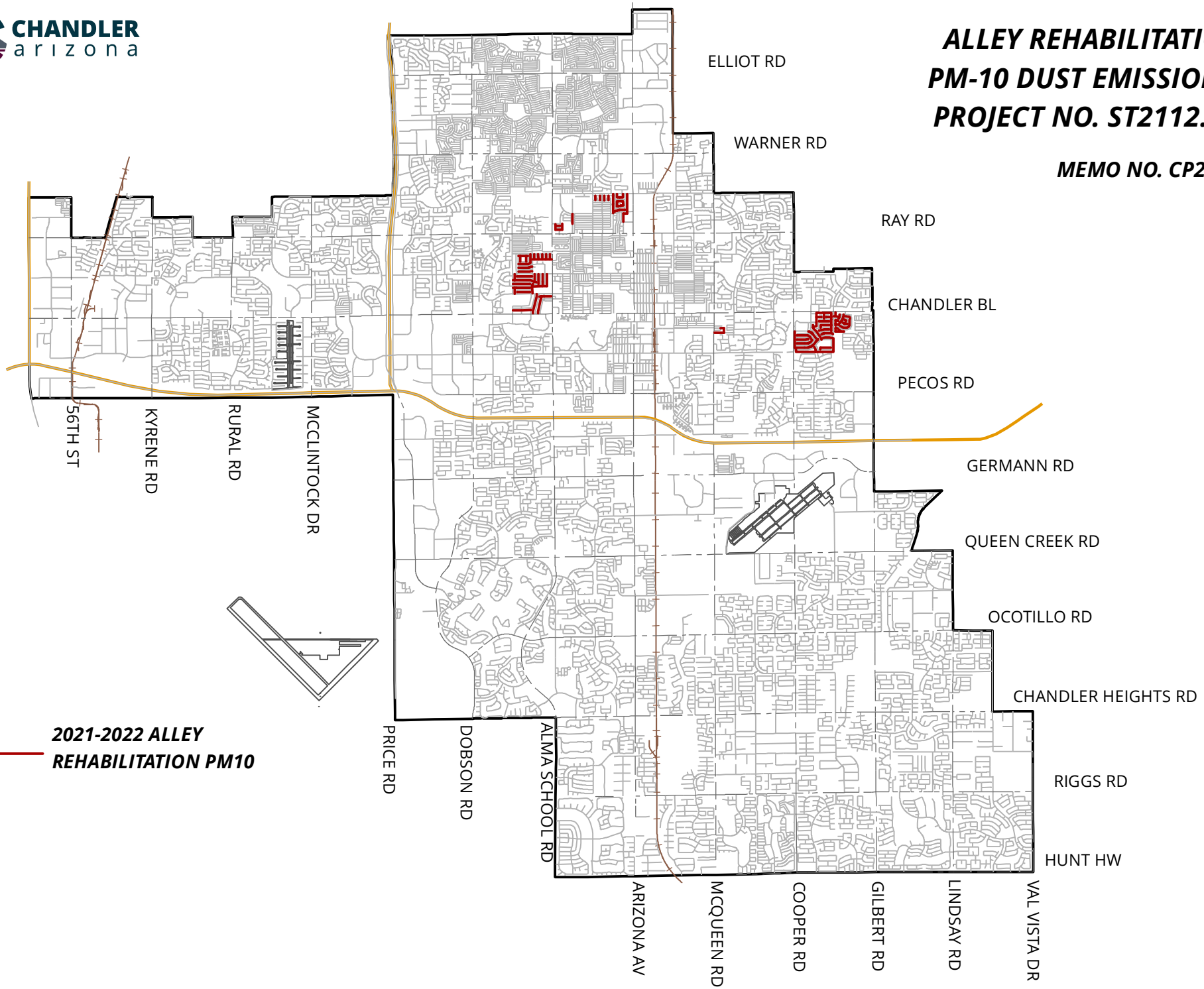
Attachments

Location Map
Agreement - Premier Engineering Corporation

CHANDLER
arizona

ALLEY REHABILITATION
PM-10 DUST EMISSIONS 2
PROJECT NO. ST2112.201

MEMO NO. CP21-147



NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-147 ALLEY REHAB PM-10 DUST EMISSIONS 2\CP21-147.mxd 5/3/2021 MARICELAH

PROFESSIONAL SERVICES AGREEMENT
Design Services
ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2

Project No. ST2112.201

Council Date: June 10, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Premier Engineering, Corporation**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **250** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$72,376.88** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Premier Engineering Corporation 6437 W. Chandler Blvd., Chandler AZ 85226 Statutory Agent Name: P Douglas Folk Statutory Agent Mailing Address: 14850 N. Scottsdale Rd., Ste. 500 Scottsdale AZ 85254 Statutory Agent Physical Address: (if different than mailing address) Consultant's Authorized Project Representative: Name: C. Gnanasambanthan Title: President Mailing Address: 6437 W. Chandler Blvd., Chandler AZ 85226 Physical Address: (if different than mailing address) Phone: 480-829-6000 Email: cg@pre-engr.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following

Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof

must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City

sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or

circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set

forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Premier Engineering Corporation

C. Gnanasambanthan 5/6/21
Signature Date

C. Gnanasambanthan
Print Name

President
Title

cg@pre-engr.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

March 18, 2021
Revised April 14,2021

City of Chandler
Public Works & Utilities
215 E. Buffalo Street, Ste. 101
Chandler, AZ 85244-4008

Attn: Mr. Daniel Haskins, PE

Re: Alleyway Rehab PM10 Dust Emissions Reduction 2
City of Chandler Project No.: ST2112-201
Premier Proposal No. 2021-019-07

Dear Mr. Haskins:

Enclosed is our revised scope and fee proposal package to provide engineering design services for the Alleyway Rehab PM10 Dust Emissions Reduction 2 project for your review. The revisions are based on submittal review comments dated 4/5/21.

Our proposed revised lump sum per task fee for the attached scope of services is **$72,377.00** (Seventy Two Thousand Three Hundred Seventy-Seven dollars only), which includes a fee of $67,377.00 for basic design services and a fee of $5,000.00 for allowances for additional design services as outlined below and in the attached scope of work.

- Basic Services $67,377.00
- Allowance (Unforeseen Conditions)..... $5,000.00

We appreciate the opportunity provided by the City of Chandler and look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call me at 480-829-6000.

Sincerely,

Premier Engineering Corporation

C. Gnanasambanthan

C. Gnanasambanthan, PE
President

Encl: Exhibit A Scope of Services/Schedule
Exhibit B Fee Schedule

PREMIER
ENGINEERING CORPORATION

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
(FMA 16, 25, 39, and 40)
ST2112

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

March 18, 2021
Revised April 13, 2021

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

1.1 The project description and scope of construction are based on a design Scoping Meeting held on February 25, 2021, and the subsequent meeting minutes prepared by the City. The project construction is funded with Federal Congestion Mitigation Air Quality (CMAQ) while the design is locally funded.

1.2 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the development of alleyway improvements for PM10 dust emissions reduction located at FMA Page 16, Page 25, Page 39, and Page 40 Chandler, Arizona, and as more specifically described herein below.

1.3 The facility design may include, but not be limited to, replacing the top four to six inches of dirt, gravel and older aggregate base course with crushed asphalt milling materials creating a more dust free driving surface for approximately 10.31 miles of alleys. The width of the millings will be 12-14 feet leaving 24 to 36 inches on both sides that are undisturbed and allow for above ground utility facilities (right-of-way widths are typically 16 feet wide with some 20 feet wide alleys adjacent to commercial properties).

1.4 The project design, construction, furnishing and equipping budget is $1,481,596.00 (MAG TIP). All design, construction and furnishing of the project will be completed within this budget.

1.5 Consultant will provide design services for the Project including, but not limited to, civil engineering and environmental planning services.

2. ASSIGNMENT:

2.1 The design contract has been awarded to Premier Engineering Corporation (Premier) based on their proposed personnel and specified subconsultants. Any deviations or substitutions of these team members must be pre-approved in writing by the City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1 Once all contracts are signed after the Council Memo, the City will send out the NTP date. At that time, the City will reach out and schedule a Design Kickoff Meeting (virtual). The consultant PM will attend this meeting (2 hours).

3.2 Premier must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

3.3 Premier must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

3.4 City of Chandler will take 14 calendar days to review design submittals.

4. QUALITY CONTROL:

4.1 Premier must institute and comply with the Design Quality Control Plan and submit it to the City for approval.

5. PRELIMINARY RESEARCH:

5.1 As for preliminary research before preparing the project design, Premier will:

a. Perform a Document search for rights-of-way.
b. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
c. Research all utility companies/agencies and acquire all available as-built and utility records.
d. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
e. Obtain existing contour maps to determine existing drainage patterns.
f. Record a GoPro video of all fences and gates along the alleyways included in this project. The video will be copied to CD's and submitted to the City.

6. UTILITY/AGENCY COORDINATION:

6.1 The City of Chandler administers planning, permitting, and construction process in accordance with the Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide.

6.2 The City of Chandler's Utility Coordinator is Leann Johnson.

6.3 The City of Chandler Utility Coordinator and Project Manager must be copied on any communications to utility companies.

6.4 Premier will provide plans (location maps) to utility companies and copy the City PM and Utility Coordinator.

6.5 Prepare utility clearance and conflict letters at the 100% design level per City of Chandler provided template.

7. PROJECT MANAGEMENT & ADMINISTRATION:

7.1 Premier shall coordinate with affected City Departments, Subconsultants, and other stakeholders as required, to administer the project. Premier shall prepare a project execution plan, setup the budget in our accounting system, and prepare monthly invoices and progress reports for submittal to the City PM.

8. SCOPING DOCUMENT (Project Assessment):

8.1 A draft and final project assessment will be submitted via email or FTP to the Chandler PM and include the following:

a. Overview and Project Background
b. Project Scope of Work
c. Project Development Considerations
d. Environmental Considerations (see Logan Simpson scope of work)
e. Typical Alley Cross Section
f. Drainage
g. Right-of-way Requirements (none)
h. Utilities
i. Construction Impacts
j. Estimated Project Costs
k. Estimated Project Schedule
l. Other Requirements
m. Appendices including typical section, maps of alleys, and selected alley photographs

8.2 After City review of the draft PA, comments will be sent to the consultant and a comment review meeting will be held virtually and attended by the Consultant PM.

Premier will prepare an agenda and meeting summary.

9. CONSTRUCTION DOCUMENTS (90% Document Review):

9.1 Based on the approved project assessment documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Premier must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:

a. Prepare plans, sections, schedules, notes, technical specifications, and federal provisions as required, to be able to bid and construct the project in its entirety.
b. Project Specific Special Provisions will be prepared by the City's PM.
c. General Conditions will be provided by the City.
d. Technical specifications will include 16 bid items – 10 bid items have standard specifications, 3 bid items were created on project ST1909.401 and can be revised, and 3 bid items will be created from scratch.
e. Plan sheets will include cover sheet, general notes with typical sections, environmental requirements, and four map sheets (one area per sheet).
f. Cover sheet to be provided by City on diskette (AutoCAD 2014).
g. Provide City of Chandler with a copy of the AutoCAD files.
h. Biological resources, hazardous materials, agency scoping and cultural resources (Logan Simpson).
i. Prepare draft Categorical Exclusions (ADOT).
j. PISA, Biological Evaluation, Cultural Resources reports (Logan Simpson).
k. Conduct a limited document set (plans & Specs) review in the presence of all consultants and City's representatives. Premier will document this review.
l. Submit to City's PM using the City's electronic plan review process. The Consultant will create an account under the website https://developmentpermits.chandleraz.gov/clics/ to include original redline drawings and comments received from previous review along with a review summary indicating action taken.

10. CONSTRUCTION DOCUMENTS (100% Document Review):

10.1 Premier will submit bid documents to Development Services for building permit using the City's electronic plan review process. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format in Microsoft Word 2010. Plans will be pdfs as well as on diskette Auto CAD release 14 or R2000. Include original redline drawings and comments received from previous review along with a review summary indicating action taken. Also, include final environmental documents.

11. BID & AWARD (Mylar Bid Submittal):

11.1 Premier will pick-up plan review final comments and prepare one full size stamped

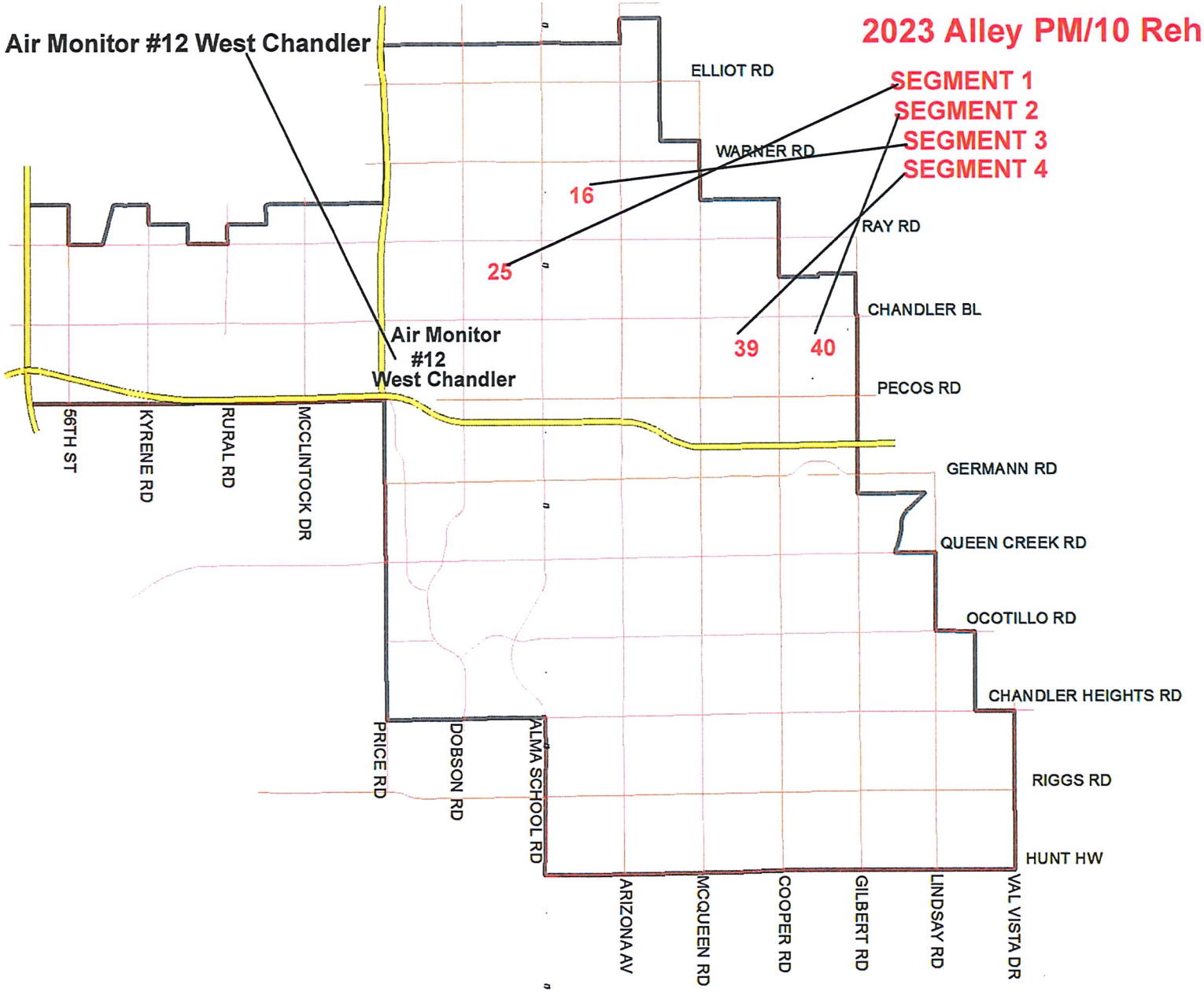
Mylar cover sheet for reproduction and 3 full size black bond copies, along with an electronic copy of the PS&Es. City will have the bid sets reproduced from these Mylar's.

11.2 Premier will assist City in the preparation of the Bid Form.

11.3 Premier will attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

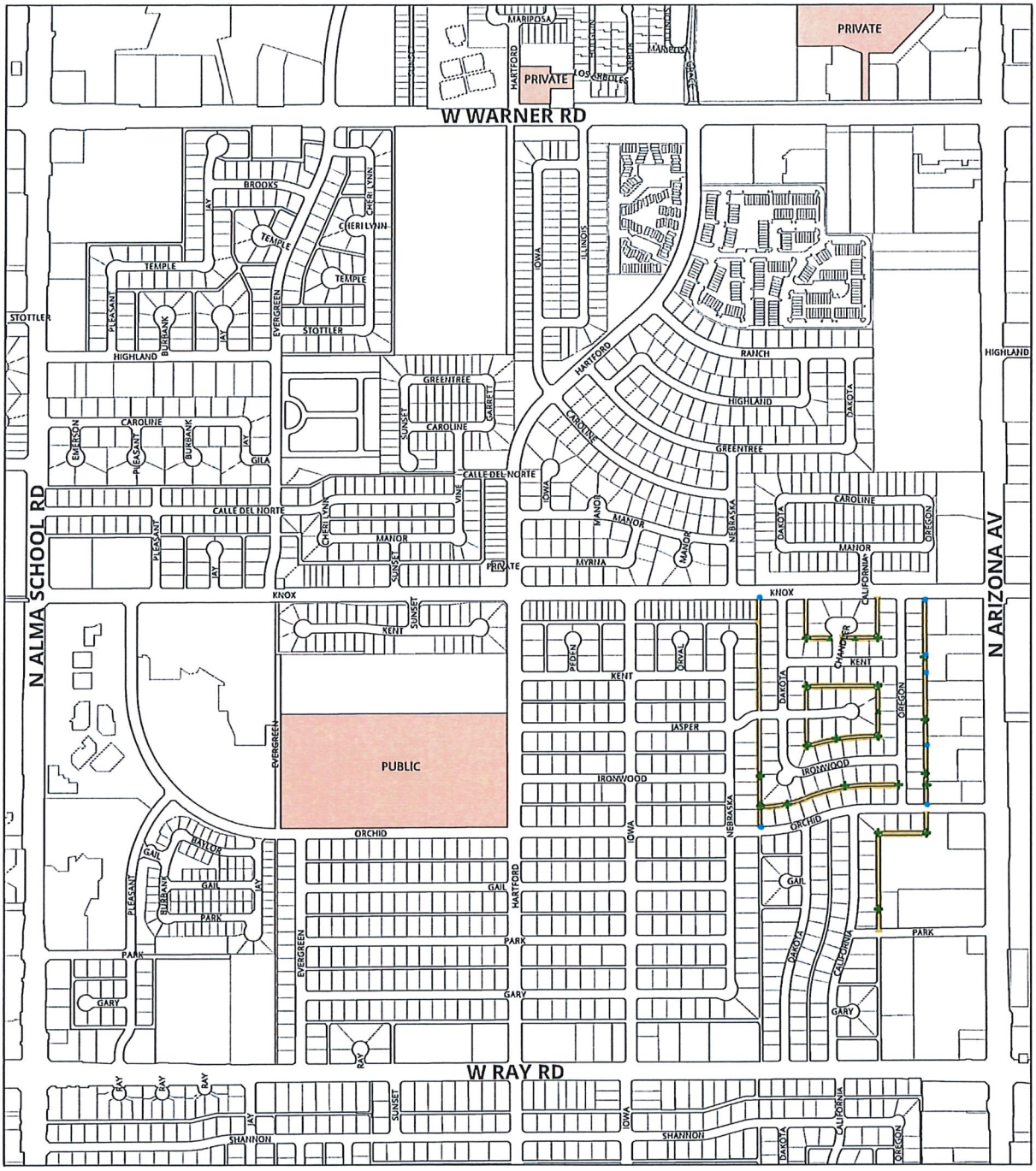
11.4 Premier will prepare addenda for review and approval by City. City will distribute.

11.5 If bids are 10% over or under the "engineers estimate", Premier will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid.


2023 Alley PM/10 Rehab
Air Monitor #12 West Chandler
SEGMENT 1
SEGMENT 2
SEGMENT 3
SEGMENT 4
16
25
39
40
Air Monitor
#12
West Chandler
ELLIOT RD
WARNER RD
RAY RD
CHANDLER BL
PECOS RD
GERMANN RD
QUEEN CREEK RD
OCOTILLO RD
CHANDLER HEIGHTS RD
RIGGS RD
HUNT HW
56TH ST
KYRENE RD
RURAL RD
MCCLINTOCK DR
PRICE RD
DOBSON RD
ALMA SCHOOL RD
ARIZONA AV
MCQUEEN RD
COOPER RD
GILBERT RD
LINDSAY RD
VAL VISTA DR

CHANDLER arizona

2023 ALLEY PM/10 REHAB
SEGMENT 3



- 2023/2024 SURVEY MONUMENT
- 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- 2023/2024 SEWER CLEANOUT
- 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

FMA PAGE 16	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	19
SEWER CLEANOUT	3
STORM DRAIN	0
WATER VALVES	9

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 1.20 Miles

FMA Page 16

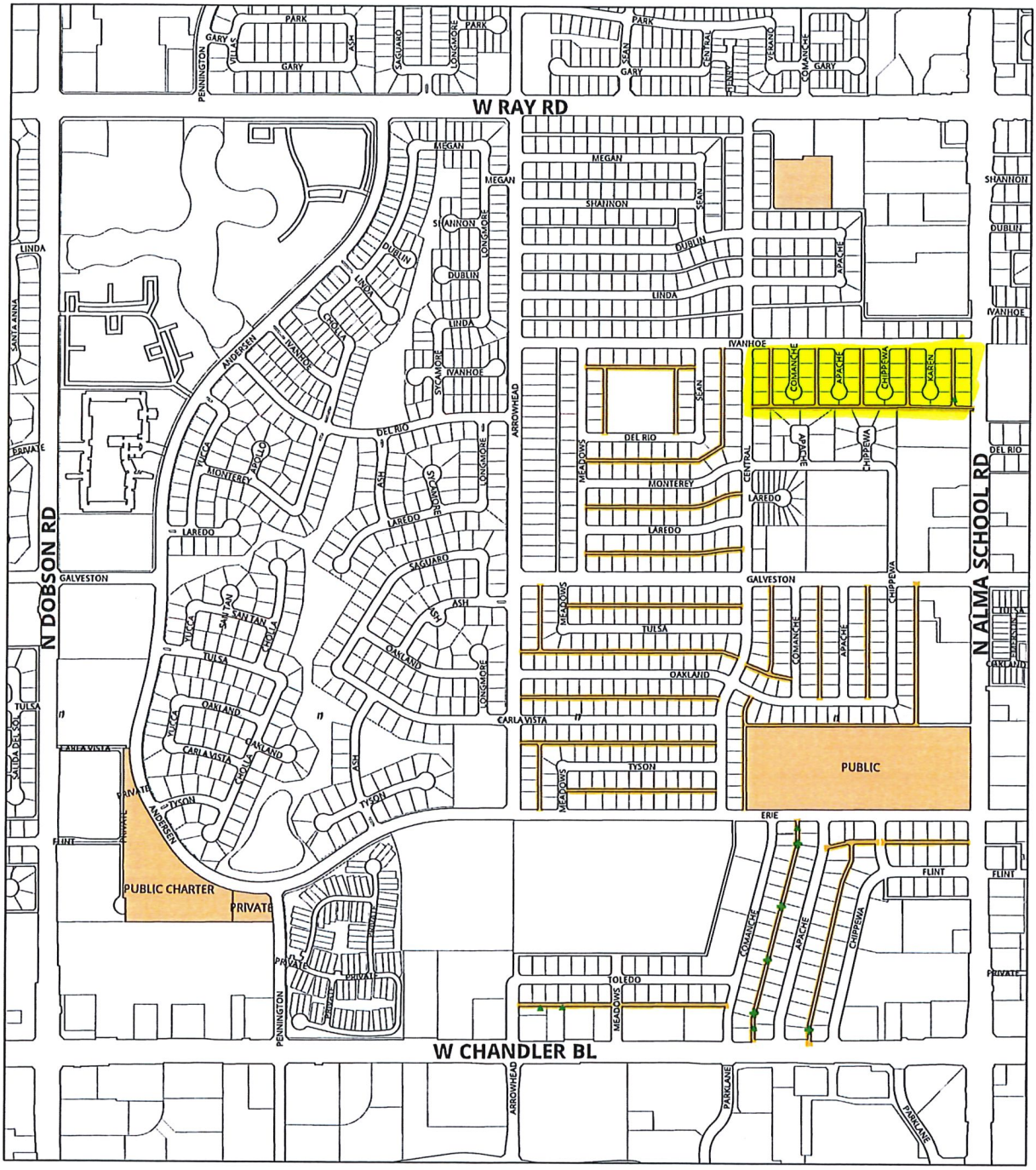
Attachment 2

Path: F:\ENGINEERING\SERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: marcelah

CHANDLER arizona

2023 ALLEY PM/10 REHAB
SEGMENT 1

NTS
Chandler



- 2023/2024 SURVEY MONUMENT
- 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- 2023/2024 SEWER CLEANOUT
- 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

FMA PAGE 25	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	6
SEWER CLEANOUT	6
STORM DRAIN	0
WATER VALVES	0

Alley Mileage: 4.21 Miles

FMA Page 25

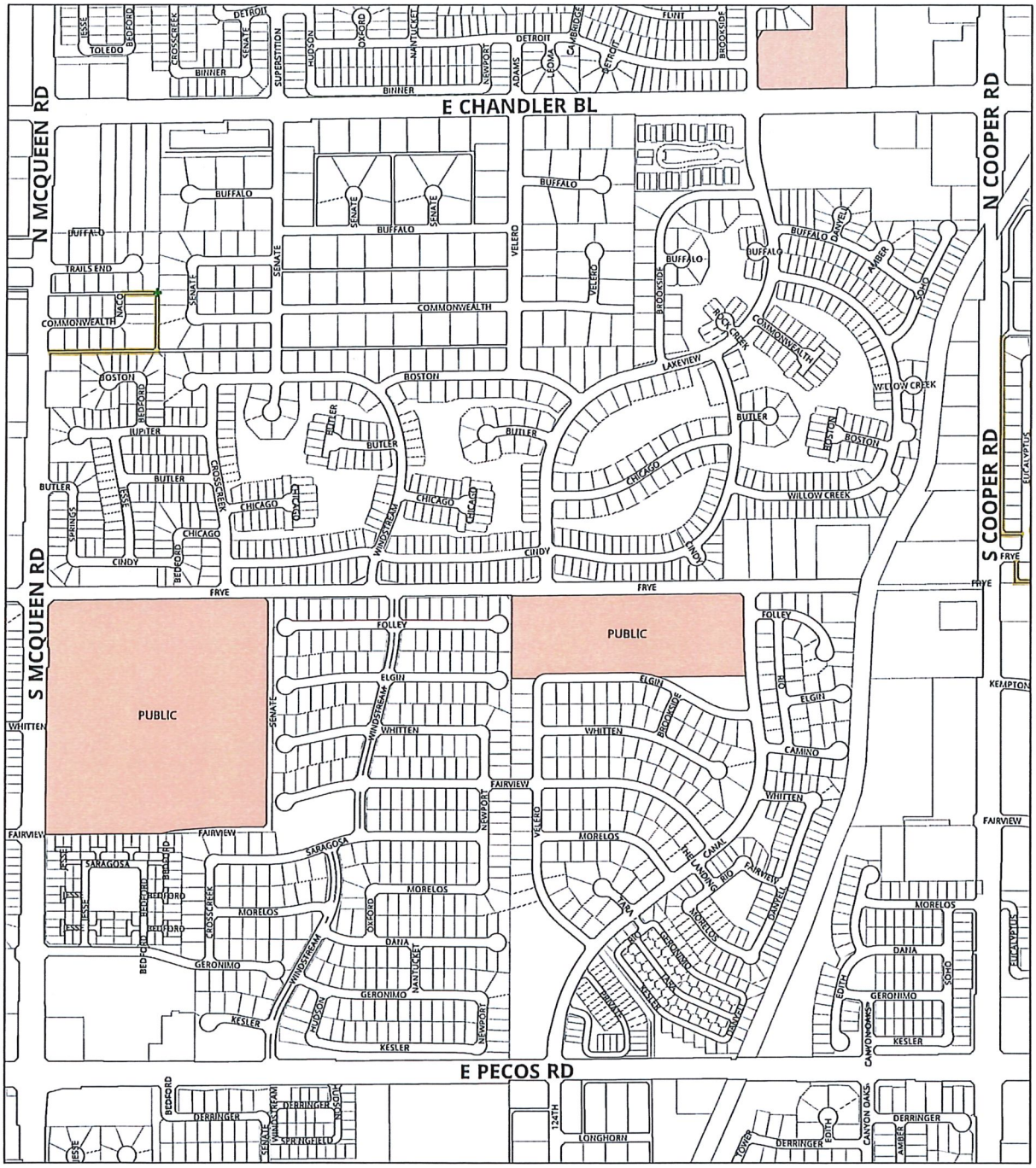
Attachment 4

Path: P:\ENGINEERING\ENGINEERING\ArcMap Share\MXD Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024 ALLEY AND SHOULDER PM_10\2023_2024 Pavement_Maintenance.aprx User: MarcieH

CHANDLER arizona

2023 ALLEY PM/10 REHAB
SEGMENT 4

NTS
Chan013



- 2023/2024 SURVEY MONUMENT
- 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- 2023/2024 SEWER CLEANOUT
- 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

FMA PAGE 39	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	1
SEWER CLEANOUT	0
STORM DRAIN	0
WATER VALVES	0

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

Alley Mileage: 0.25 Miles

FMA Page 39

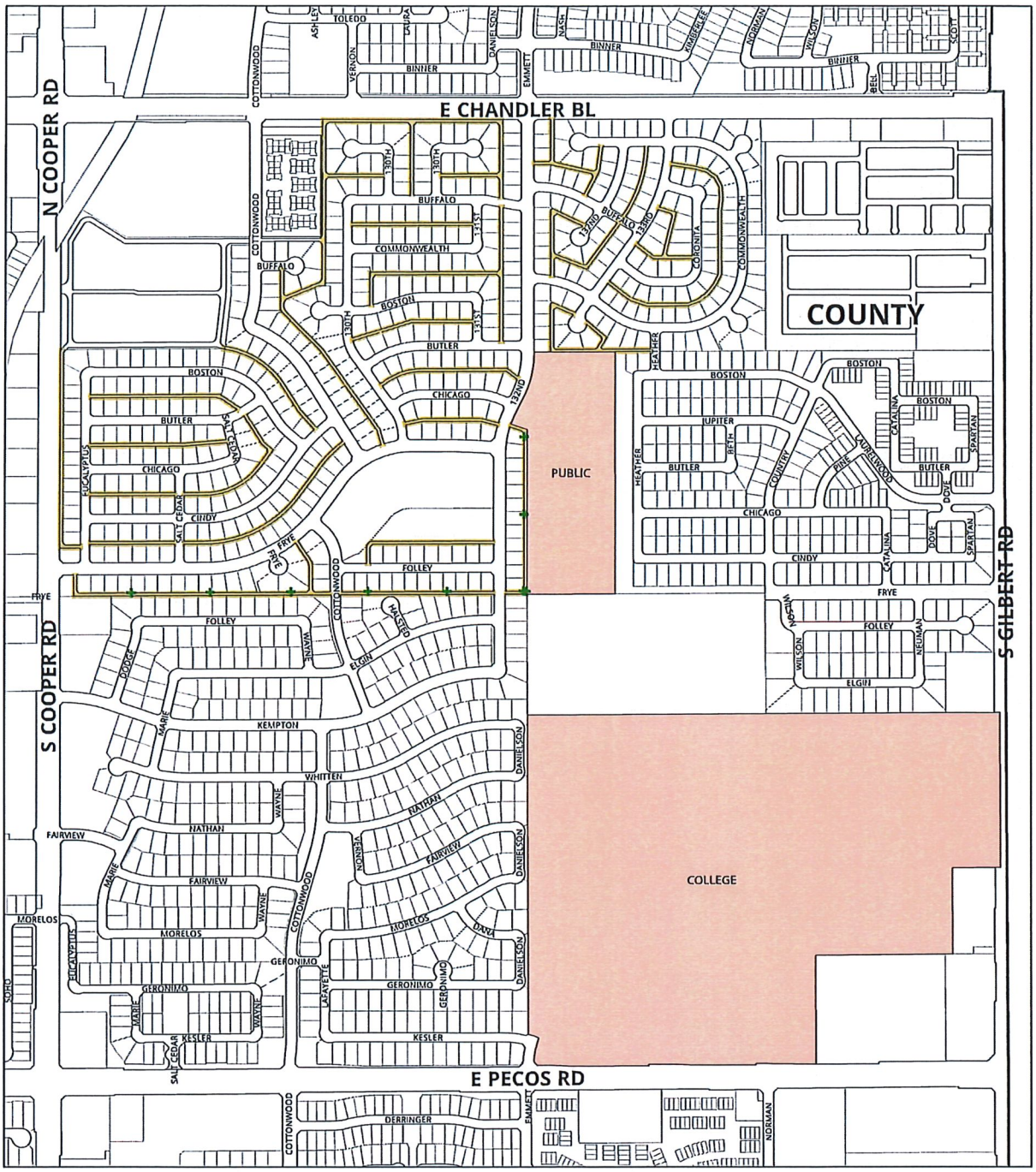
Attachment 6

Path: F:\ENGINEER\AGENSERV_ArcMap_Shared\Map Requests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: marcelah

CHANDLER arizona

2023 ALLEY PM/10 REHAB
SEGMENT 2

NTS



- 2023/2024 SURVEY MONUMENT
- 2023/2024 BRASS CAP
- 2023/2024 WATER VALVE
- 2023/2024 SEWER CLEANOUT
- 2023/2024 SEWER MANHOLE
- 2023/2024 STORM DRAIN
- 2023/2024, ALLEY PM10 REHAB
- SCHOOL SITE

FMA PAGE 40	
FEATURE	COUNT
SURVEY MONUMENT	0
BRASS CAP	0
SEWER MANHOLE	9
SEWER CLEANOUT	0
STORM DRAIN	0
WATER VALVES	0

NOTE:
THE CITY OF CHANDLER IS NOT RESPONSIBLE FOR EXACT UTILITY REPRESENTATION OR LOCATIONS PROVIDED ON THESE MAPS.

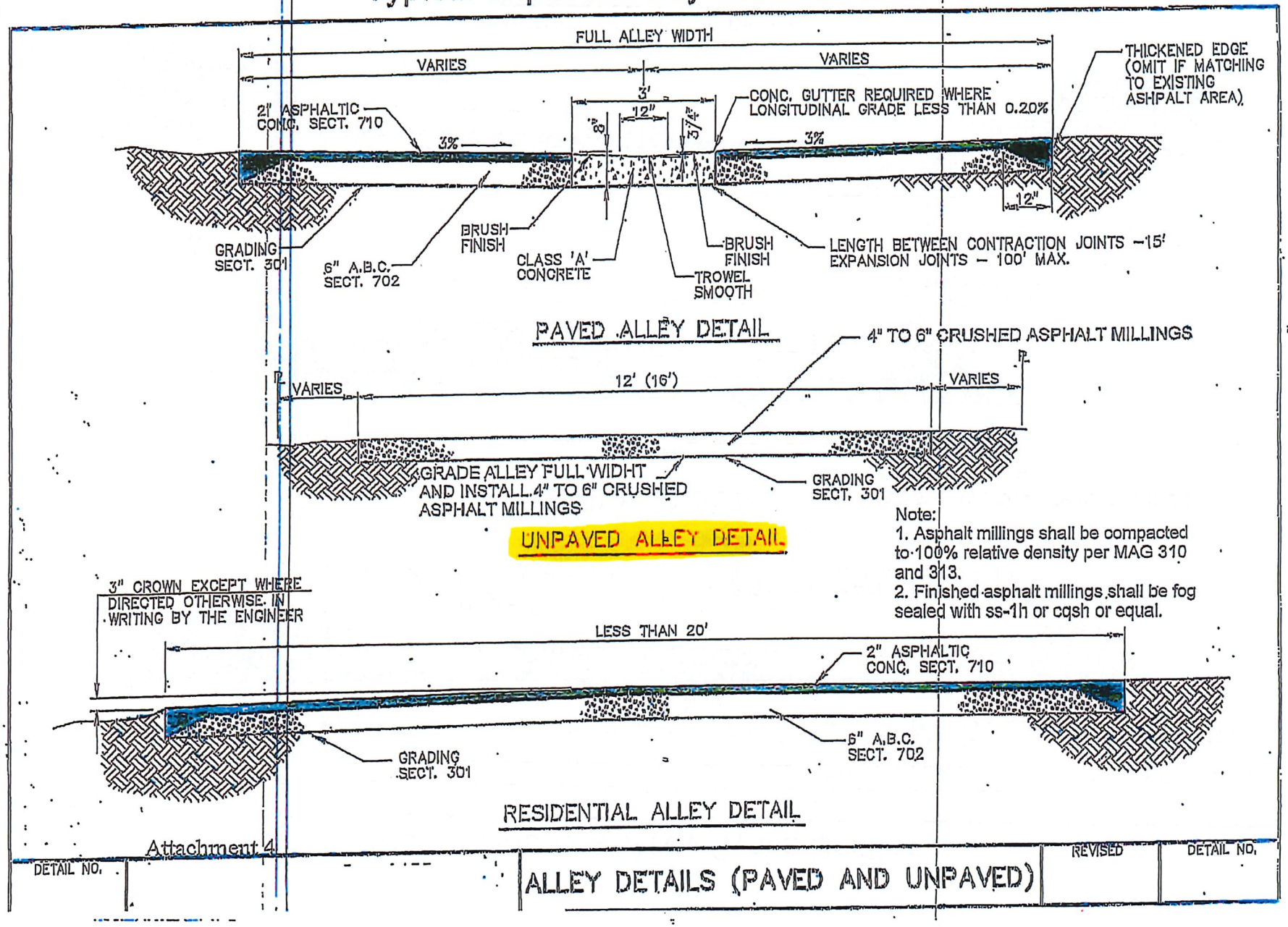
Alley Mileage: 4.70 Miles

FMA Page 40

Attachment 8

Path: P:\ENGR\EENGINEERING\ArcMap_Share\MapRequests\Streets\STREETS PAVEMENT HISTORY\2023-2024 PAVEMENT MAINTENANCE\2023-2024_ALLEY_AND_SHOULDER_PM_10\2023_2024_Pavement_Maintenance.aprx User: marcelah

Typical Unpaved Alley Cross Section

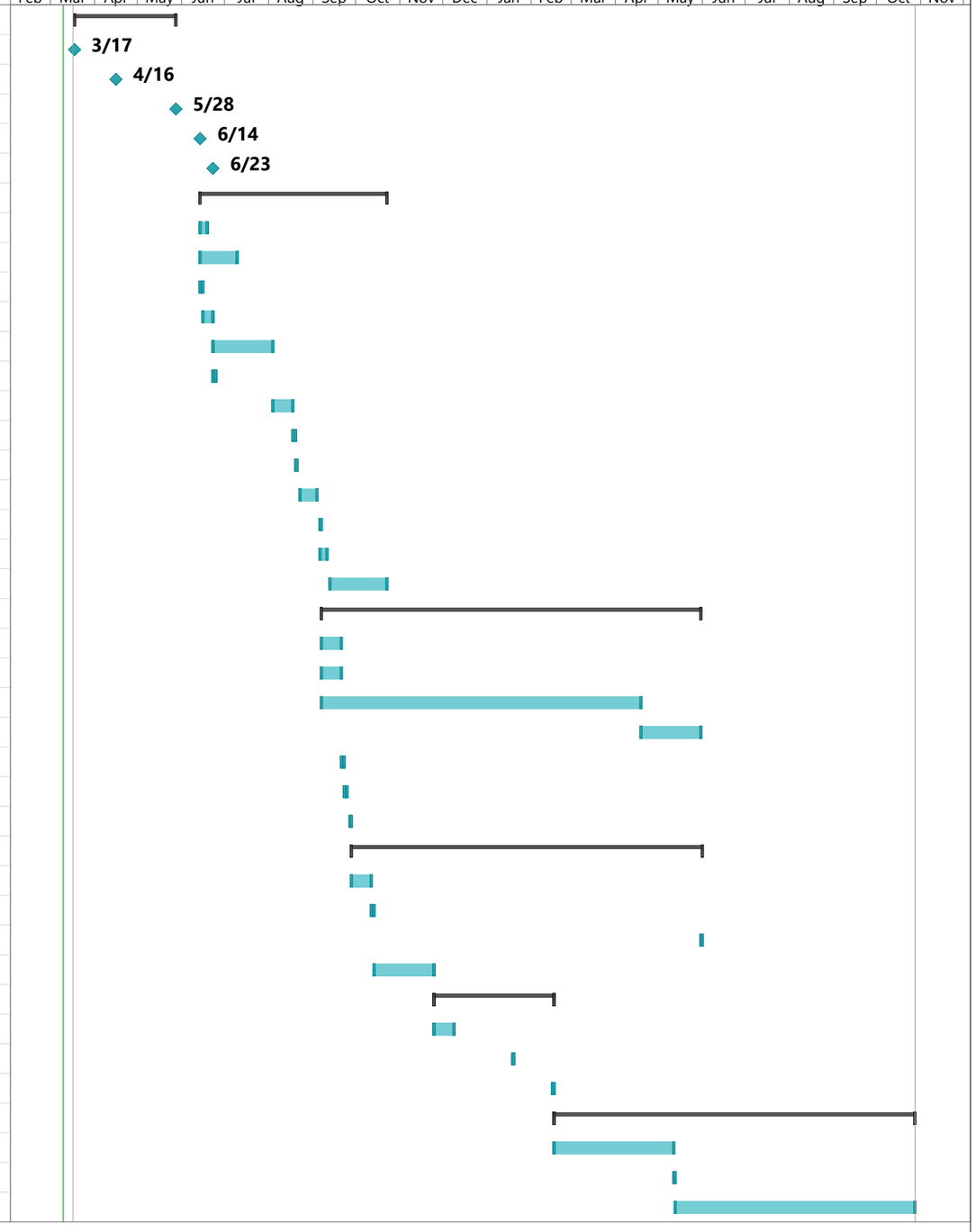


Attachment 4

DETAIL NO.	ALLEY DETAILS (PAVED AND UNPAVED)	REVISED	DETAIL NO.

Alley Rehab PM10 Emissions Reduction
(ST2112)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Fee Proposal**	**51 days**	**Wed 3/17/21**	**Fri 5/28/21**	
2		Submit Fee Proposal Pkg	0 days	Wed 3/17/21	Wed 3/17/21	
3		Fee Negotiation & Approval	0 days	Fri 4/16/21	Fri 4/16/21	2
4		Council Approval	0 days	Fri 5/28/21	Fri 5/28/21	3
5		Notice to Proceed	0 days	Mon 6/14/21	Mon 6/14/21	
6		Kickoff Meeting	0 days	Wed 6/23/21	Wed 6/23/21	
7		**Project Assessment**	**95 days**	**Mon 6/14/21**	**Fri 10/22/21**	
8		Submit Quality Control Plan	5 days	Mon 6/14/21	Fri 6/18/21	5
9		Obtain Utility Maps	20 days	Mon 6/14/21	Fri 7/9/21	5
10		Video all fences and gates	2 days	Mon 6/14/21	Tue 6/15/21	5
11		Develop typical section and maps	5 days	Wed 6/16/21	Tue 6/22/21	10
12		Prepare Environmental Considerations	30 days	Wed 6/23/21	Tue 8/3/21	6
13		Prepare Construction Cost Estimate	2 days	Wed 6/23/21	Thu 6/24/21	11
14		Prepare Project Assessment Report	10 days	Wed 8/4/21	Tue 8/17/21	9,10,11,12
15		QA/AC	2 days	Wed 8/18/21	Thu 8/19/21	14
16		Submit Draft Project Assessment Report	1 day	Fri 8/20/21	Fri 8/20/21	15
17		City Review	10 days	Mon 8/23/21	Fri 9/3/21	16
18		Comment Resolution Meeting	1 day	Mon 9/6/21	Mon 9/6/21	17
19		Prepare Final PA Report	5 days	Mon 9/6/21	Fri 9/10/21	17
20		Prepare Project initiation Letter to ADOT	30 days	Mon 9/13/21	Fri 10/22/21	19
21		**Construction Documents (90%)**	**190 days**	**Tue 9/7/21**	**Mon 5/30/22**	
22		Prepare Plans	10 days	Tue 9/7/21	Mon 9/20/21	18
23		Prepare Technical Specs and Federal Provisions	10 days	Tue 9/7/21	Mon 9/20/21	18
24		Prepare Draft PISA and Biological Evaluation	160 days	Tue 9/7/21	Mon 4/18/22	18
25		Prepare Draft Categorical Exclusion (ADOT)	30 days	Tue 4/19/22	Mon 5/30/22	24
26		Prepare Construction Cost Estimate	2 days	Tue 9/21/21	Wed 9/22/21	22
27		QA/AC	2 days	Thu 9/23/21	Fri 9/24/21	26
28		Document Review with City (Over-the-Shoulder)	1 day	Mon 9/27/21	Mon 9/27/21	27
29		**Construction Documents (100%)**	**176 days**	**Tue 9/28/21**	**Tue 5/31/22**	
30		Prepare 100% PS&E	10 days	Tue 9/28/21	Mon 10/11/21	28
31		QA/AC	2 days	Tue 10/12/21	Wed 10/13/21	30
32		Submit Bid Documents to Development Services	1 day	Tue 5/31/22	Tue 5/31/22	25
33		City Review	30 days	Thu 10/14/21	Wed 11/24/21	31
34		**Bid and Award (Mylar Bid Submittal)**	**60 days**	**Thu 11/25/21**	**Wed 2/16/22**	
35		Revised plans per City comments	10 days	Thu 11/25/21	Wed 12/8/21	33
36		Pre-Bid Conference	1 day	Wed 1/19/22	Wed 1/19/22	
37		Bid opening	1 day	Wed 2/16/22	Wed 2/16/22	
38		**Construction**	**181 days**	**Thu 2/17/22**	**Thu 10/27/22**	
39		Construction Contract Council Approval	60 days	Thu 2/17/22	Wed 5/11/22	37
40		Construction NTP	1 day	Thu 5/12/22	Thu 5/12/22	39
41		Construction	120 days	Fri 5/13/22	Thu 10/27/22	40



LOGANSIMPSON

March 16, 2021

Mr. Roger Miles
Project Manager
Premier Engineering
6437 West Chandler Boulevard, Suite 1
Chandler, AZ 85226

Re: City of Chandler Project No. ST2112
Logan Simpson Project No. 213143
Alleyway Rehab PM10 Dust Emissions Reduction 2

Dear Mr. Miles:

Logan Simpson is pleased to submit this Scope of Work and Fee Estimate for the anticipated work to complete the environmental clearance and associated technical resources reports for the above-referenced project.

The Environmental Planner in our office that has been assigned to this project is Marshall Hayes. Should you have any questions please do not hesitate to contact Marshall at (480) 967-1343 or via e-mail at mhayes@logansimpson.com. We look forward to working with you on this project.

Sincerely,

Patricia R. McCabe
Principal Environmental Planner

Attachments: (1) Scope of Work; (2) Task Order Worksheet; (3) Terracon Scope of Work

LOGANSIMPSON

SCOPE OF WORK

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
LOGAN SIMPSON PROJECT NO.: 213143

GENERAL

The City of Chandler (City), in coordination with the Arizona Department of Transportation (ADOT) is planning a dust emissions reduction project on approximately 10.31 miles of alleys within Chandler, Maricopa County, Arizona. The project includes replacing 4 to 6 inches of dirt and gravel with crushed asphalt milling materials within 4 separate segments throughout the City. The alleys are currently used by homeowners, utility companies, and garbage trucks to access backyards, utility boxes, and garbage cans on a daily basis. The project will improve the alleyway surface, improve the air quality and recycle material that would have been discarded from other street resurfacing projects.

The contractor/City will move solid waste cans to the front of houses and remove bulk trash placed in the alley prior to construction. It is assumed that the contractor would be responsible for public involvement and would notify all residents, businesses, and schools by flyer in advance of any street restriction or construction that may affect access to any property. The project is federally funded and will therefore require compliance with all federal requirements. The project area consists of City owned lands. No new right-of-way or easements are anticipated to be necessary. No detours will be necessary, but utility relocations may occur. Construction is anticipated to begin in Fiscal Year 2022/2023.

Logan Simpson will conduct the environmental investigations and prepare technical resource documentation to support the National Environmental Policy Act (NEPA) compliance for the project. It is anticipated that a Categorical Exclusion (CE) is the appropriate level of NEPA documentation for the project. The CE is anticipated to be prepared by ADOT Environmental Planning (EP) in the CE Checklist format in accordance with 23 U.S.C. 326 and a Memorandum of Understanding dated January 3, 2018, as executed by the Federal Highway Administration (FHWA) and ADOT. It is anticipated that ADOT EP will also prepare the Environmental Commitments and that ADOT will coordinate any necessary reviews of the draft CE Checklist with the City and other ADOT EP staff.

The following activities are excluded from this Scope of Work:

- Preparation of a Project Data and Field Review Form
- Preparation of the CE Checklist or Environmental Commitments
- Public meeting attendance or public scoping efforts
- Class III survey; flagging of cultural resources sites for avoidance; evaluation of the built environment; inventory of traditional cultural properties; separate historic road documentation; preparation of Section 106 agreement documents or treatment plans; or archaeological monitoring, testing, and/or data recovery
- Preparation of a detailed Biological Evaluation or Biological Assessment
- Formal Section 7 consultation with the US Fish and Wildlife Service (USFWS)
- Management Indicator Species Report or Migratory Bird Analysis Report
- Species-specific surveys
- Wild and scenic river coordination
- No business demographic surveys will be required.
- Sole source aquifer coordination with the US Environmental Protection Agency

- Clean Water Act Section 404 jurisdictional delineation, individual permit, or pre-construction notification for geotechnical investigations or project construction
- Clean Water Act Section 401 Individual Water Quality Certification for geotechnical investigations or project construction
- Visual field visit, coordination, technical analysis or report, or simulations
- Natural Resources Conservation Service Farmland Conversion Impact Rating Corridors form
- Section 4(f) consultation letters or Individual Section 4(f) evaluation document
- Phase I Environmental Site Assessment, lead-based paint testing, asbestos testing or hazardous materials monitoring
- Quantitative noise or air analyses
- Environmental Justice Evaluations

TASK 1 PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

One Logan Simpson staff member will prepare for and attend a virtual project kick-off meeting and then perform an in-person field review. Additionally, one Logan Simpson staff member will prepare for and attend up to two, 1-hour progress meetings anticipated to occur via teleconference. Logan Simpson will review design plans for compliance and prepare the scope of work description for ADOT's completion of the CE checklist. Logan Simpson will provide ADOT EP with copies of environmental compliance documentation for the CE, as needed (e.g., project description, biological document, and hazardous materials reports).

Logan Simpson will provide Premier and the City with schedule updates and project coordination efforts over the course of the 6-month NEPA process, and will coordinate with ADOT EP. If project coordination efforts for the project exceed this estimation, a Task Order Revision will be necessary. At the completion of the project, Logan Simpson will complete project close out and submit records to Premier, the City, and ADOT EP.

TASK 2 ENVIRONMENTAL CONSIDERATIONS

Logan Simpson will compile the technical resources investigations and prepare environmental considerations which will include a brief summary of various resources preliminary findings and any recommendations for future action or associated mitigation measures. This memorandum will be submitted to Premier and the City for their use. We anticipate one round of review of the memorandum may be necessary.

TASK 3 BIOLOGICAL RESOURCES

A detailed Biological Evaluation is not anticipated to be necessary for this project based on its location and limited scope; therefore, a Biological Evaluation Short Form (BESF) will be completed for submittal to ADOT EP. Logan Simpson will conduct an on-site reconnaissance-level survey of the project area; utilize the Arizona Game and Fish Department's (AGFD) Online Review Tool Report and USFWS Information for Planning and Consultation (IPaC) species list provided by ADOT EP; conduct a literature review and access GIS-based natural resource data to obtain current information regarding threatened, endangered, and sensitive (TES) species occurrences in the project area; and document the absence of suitable or

occupied habitat for TES species in the BESF. Upon completion of the BESF, an electronic copy of the draft document will be provided to ADOT EP and the City for review. Following incorporation of review comments, an electronic copy of the final report will be provided to ADOT and the City.

TASK 4 HAZARDOUS MATERIALS

Terracon, as a subconsultant to Logan Simpson, will prepare a Preliminary Initial Site Assessment (PISA) (refer to attached Terracon Scope of Work). The PISA will consist of a records search and site visit to determine if hazardous materials concerns are located within the project area. Logan Simpson will review the report and provide any edits to Terracon for revision prior to submitting to the City and ADOT. Any mitigation measures for the project identified in the PISA will be included by ADOT EP in the Environmental Commitments, as needed.

Assumptions:

- No lead-based paint or asbestos testing is necessary.

TASK 5 AGENCY SCOPING

Agency scoping will be conducted in accordance with ADOT EP Guidelines for Agency and Public Scoping for Projects with Categorical Exclusions and Biological Scoping Guidelines (April 2019). Logan Simpson will prepare and submit draft agency scoping letters and the distribution list to ADOT, the City, and Premier for review and approval. The scoping letters will be prepared on City letterhead with City signature. Preparation of the scoping letters will occur following team approval of the project description. Logan Simpson will prepare the list of agencies according to ADOT EP guidelines.

Prior to mailing, electronic copies of the draft scoping letters and distribution list will be provided to the ADOT EP NEPA planner assigned to this project for their review and approval. Following incorporation of up to two rounds of review comments, Logan Simpson will mail the approved agency scoping letters and assumes no more than 40 letters will be mailed. Logan Simpson will coordinate with ADOT and the City regarding comments received from agencies and will provide up to 3 comment responses via phone or email. Logan Simpson will provide a record of all scoping materials to ADOT EP and the City for the project record.

Assumptions:

- Only agency scoping is included in this scope of work and no public scoping efforts are included.

TASK 6 CLASS L CULTURAL RESOURCES RECORDS SEARCH

This project is federally funded; therefore it will require compliance with Section 106 of the National Historic Preservation Act. Section 106 dictates the need for federal agencies to identify National Register of Historic Places (NRHP)-eligible and listed properties, consider any effects the project may have on historic properties, and conduct consultation with the State Historic Preservation Office (SHPO), Native American Tribes, land-managing agencies, and other interested parties.

Due to the disturbed nature of the currently in-use alleyways, the potential for finding cultural resources on the surface is highly unlikely. Therefore, a cultural resource survey is not warranted. Logan Simpson

will complete a Class I cultural resources records search of each of the four project segments. The literature review will include the project area and a half-mile buffer at each location. The literature review will examine relevant records from the National Register Information System, an online database of properties that have been listed on the National Register of Historic Places (NRHP); AZSITE, an online database of documented cultural resources within the state; and records at the Arizona State Museum's Archaeological Records Office. Additionally, historical documents, such as General Land Office (GLO) and United State Geologic Survey (USGS) maps, will be evaluated for potentially undocumented cultural properties.

Findings from the records search will be included in a Class I cultural resources assessment report to provide further information about the cultural history of the project area. The Class I report will determine the potential for subsurface deposits at each of the project locations in order to make recommendations for archaeological monitoring during ground-disturbing activities. We anticipate submitting the draft report within three weeks (15 business days) after receiving notice to proceed (NTP) for this project. An electronic copy of the draft report will be submitted to the client for review. Logan Simpson will address all comments on the survey report, then submit final deliverables to the client.

Logan Simpson will assist with Section 106 consultation by drafting consultation cover letters to be submitted to consulting parties and Native American Tribes with the draft technical report. Logan Simpson will provide the draft cover letter as a Microsoft Word file that can be modified as needed and add the proper letterhead and signatures.

March 16, 2021

Mr. Marshall Hayes
Environmental Planner
Logan Simpson
51 West Third Street, Suite 450
Tempe, Arizona 85281

Re: Scope & Cost Proposal
Preliminary Initial Site Assessment
City of Chandler Alley Rehab
Southwest of Knox Road and Arizona Avenue
Southwest of Ivanhoe Street and Alma School Road
East of Commonwealth Place and McQueen Road
Northeast of Frye Road and Cooper Road
Chandler, Maricopa County, Arizona
Logan Simpson Project No. TBD
ADOT TRACS No. TBD
Federal No. TBD
Terracon Proposal No. P65217233-revised

Dear Mr. Hayes:

Terracon is pleased to submit this cost proposal for providing environmental services for the subject project. The proposed services include a Preliminary Initial Site Assessment (PISA). This proposal includes an outline of the project information provided to us, the proposed scope of services, our fee, and the proposed schedule.

A. PROJECT INFORMATION

As we understand, Logan Simpson is undertaking environmental services for the City of Chandler (City) and Arizona Department of Transportation (ADOT) for an alley improvement project. A description of the project has been provided to Terracon by Logan Simpson:

The City, in coordination with the ADOT is planning a dust emissions reduction project on approximately 10.31 miles of alleys within Chandler, Maricopa County, Arizona. The project includes replacing 4 to 6 inches of dirt and gravel with crushed asphalt milling materials within 4 separate segments throughout the City. The alleys are currently used by homeowners, utility companies, and garbage trucks to access backyards, utility boxes, and garbage cans on a daily basis. The project will improve the alleyway surface, improve the air quality and recycle material that would have been discarded from other street resurfacing projects.

The City will move solid waste cans to the front of houses and remove bulk trash placed in the alley prior to construction. The project is federally funded and will therefore require compliance with all federal requirements. No new right-of-way or easements are necessary. No detours will be necessary, but utility relocations may occur. Construction is anticipated to begin in Fiscal Year 2022/2023.

We understand that ADOT will require a PISA for the project.

B. SCOPE OF SERVICES

Terracon estimates that the field studies for the PISA site reconnaissance may be conducted during one site visit over a period of one working day by one field person. We assume that the ADOT will provide necessary site access and traffic control for assessment and sampling activities performed by Terracon.

Preliminary Initial Site Assessment

Terracon will prepare a PISA for the areas identified by the client. The PISA will include a site reconnaissance, site photographs, and review of a regulatory database report. Field work for the PISA will be performed by staff that is 40-hour OSHA HAZWOPER certified, and that meets the definition of an Environmental Professional by the ASTM E1527-13 standard. The report will include a completed ADOT PISA Form. We anticipate that the draft PISA will be issued within approximately five weeks after receiving written authorization to proceed and access to the site.

C. COMPENSATION

The cost for our services, including all field work, database reports, and report preparation have been based on the scope of work outlined above, estimates of time required to complete the various services. The total cost estimate is **$4,970.81** and a derivation of the cost proposal summary is attached.

We appreciate your consideration of Terracon for this work, and look forward to working as your environmental consultant on this and future projects.

Sincerely,

Terracon

Eric Lyding, P.E.
Project Environmental Engineer

David M. Matson, CHMM
Principal

Enclosure: Derivation of Cost Proposal Summary

EDR® Environmental Data Resources Inc

Eric Lyding
Terracon
4685 South Ash Avenue
Suite H-4
Tempe, AZ 85282

RE: Radius Map with GeoCheck

Dear Eric:

Environmental Data Resources, Inc. (EDR) is pleased to submit this proposal to Terracon to perform searches of our government environmental records.

SCOPE OF SERVICES

EDR proposes to search federal, state and local government records to produce an EDR Radius Map Report for the proposed area. The EDR Radius Map Report will provide a color map of the customer specified area. Federal, state and local databases will be searched to the minimum distances required by the ASTM Standard for Phase I site assessments, unless custom distances are requested by Terracon.

The date of order counts as first business day provided the order is received by 1:00 p.m. EST. The prices quoted below include U.S. Mail delivery. Federal Express delivery is available at the expense of Terracon.

We at EDR appreciate the opportunity to serve your environmental information needs and look forward to a mutually beneficial working relationship with Terracon. Please do not hesitate to contact me at **(800) 241-6476** with any questions or comments.

Sincerely,

Kim Gagnon, Customer Care Account Manager

Cc: Jennifer Hardy

EDR® Environmental Data Resources Inc

COST ESTIMATE

Product*	Price**	Shipping Schedule
EDR Radius Map Report (No Geo)	$105.00	6-8 business hours

EXHIBIT "B"
COMPENSATION AND FEES

PREMIER
ENGINEERING CORPORATION

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
(FMA 16, 25, 39, 40)
ST2112

EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION		SUBTOTAL	
Task 1.0 Project Description & Scope of Construction				
Task 2.0 Assignment				
Task 3.0 Project Schedule				**$ 1,227.78**
3.1	Prepare and Update Project Schedule	$	1,227.78	
Task 4.0 Quality Control				**$ 1,227.78**
4.1	Quality Control Plan	$	1,227.78	
Task 5.0 Preliminary Research				**$ 5,607.88**
5.1	Perform Document Search for Utility Maps and As-builts	$	1,635.03	
5.2	Investigate Existing Conditions	$	1,165.35	
5.3	Video All Fences and Gates Along Alleyways	$	2,807.50	
Task 6.0 Utility/Agency Coordination				**$ 2,734.67**
6.1	Coordination with Utilities (AUCC)	$	2,039.00	
6.2	Prepare Utility Clearance Leters	$	695.67	
Task 7.0 Project Management and Administration				**$ 5,231.18**
7.1	Project Setup and Monthly Invoices	$	2,775.62	
7.2	Coordination	$	2,455.56	
Task 8.0 Scoping Document (Project Assesment)				**$ 10,229.50**
8.1	Typical Alley Cross Section	$	681.43	
8.2	Alley Maps	$	1,124.46	
8.3	Drainage	$	1,663.51	
8.4	Estimated Construction Costs	$	926.95	
8.5	Draft Report	$	2,291.64	
8.6	QA/QC	$	1,011.47	
8.7	Review Meeting	$	1,391.34	
8.8	Final Report	$	1,138.70	
Task 9.0 Design Development (90%)				**$ 13,629.53**
9.1	Prepare 90% CAD Base Plans	$	722.32	
9.2	Prepare 90% Plans	$	6,269.78	
9.3	Prepare 90% Technical Specifications and Federal Provisions	$	3,601.20	
9.5	Prepare Construction Cost Estimate	$	688.55	
9.6	QA/QC	$	1,454.50	
9.7	Document Review with City (Over-the-Shoulder)	$	893.18	
Task 10.0 Construction Documents (100%)				**$ 2,818.27**
10.1	Prepare 100% Plans & Final Tech Specs	$	1,601.26	
10.2	Final Environmental Documents (LSD)	$	-	
10.3	100% Engineer's Cost Estimate	$	323.83	
10.4	Submit to City Development Services	$	893.18	
Task 11.0 Bid & Award (Mylar Bid Submittal)				**$ 2,891.29**
11.1	Incorporate Development Services Comments	$	1,131.58	
11.2	Pre-Bid Conference	$	613.89	
11.3	Issue Addenda as required	$	1,145.82	
ALLOWANCES				**$ 5,000.00**
	Allowance for Printing Expenses at Direct Cost	$	-	
	Owner's Allowance	$	5,000.00	
LOGAN SIMPSON				**$ 21,779.00**
	Envrionmental Services (see attached fee proposal and scope)	$	21,779.00	
	TOTAL COST:			**$ 72,376.88**

PREMIER
ENGINEERING CORPORATION

ALLEYWAY REHAB PM10 DUST EMISSIONS REDUCTION 2
(FMA 16, 25, 39, 40)
ST2112

EXHIBIT "B-2"
Hours and Rates

		PM	Sr. Engr.	PE/Prof	CADD / Designer	Admin	< PROJECT ROLE
		Roger Miles	*Bob Hansman*	*Michael Schoen*	*Abern Hayes*	*Joan McIntire*	< NAME OF PERSON
		$ 204.63	$ 201.71	$ 122.76	$ 119.20	$ 96.74	< HOURLY RATES
TASK DESCRIPTION							**TOTAL HOURS PER TASK**
3.0 Project Schedule		**6**	**0**	**0**	**0**	**0**	**6**
3.1	Prepare and Update Project Schedule	6					
4.0 Quality Control		**6**	**0**	**0**	**0**	**0**	**6**
4.1	Quality Control Plan	6					
5.0 Preliminary Research		**4**	**0**	**6**	**34**	**0**	**44**
5.1	Perform Document Search for Utility Maps	1			12		
5.2	Investigate Existing Site Conditions	1		2	6		
5.3	Video All Fences and Gates	2		4	16		
6.0 Utility/Agency Coordination		**5**	**0**	**12**	**2**	**0**	**19**
6.1	Coordination with Utilities (AUCC)	4		8	2		
6.2	Prepare Utility Clearance Letters	1		4			
7.0 Project Management and Administration		**18**	**0**	**0**	**0**	**16**	**34**
7.1	Project Setup and Monthly Invoices	6				16	
7.2	Coordination	12					
8.0 Scoping Document (Project Assessment)		**14**	**4**	**34**	**20**	**0**	**72**
8.1	Develop Typical Alley Cross Section	1			4		
8.2	Prepare Alley Maps	2			6		
8.3	Analyze Existing Drainage	1		8	4		
8.4	Prepare Construction Cost Estimate	1		2	4		
8.5	Prepare Draft Project Assessment Report	4		12			
8.6	Complete QA/QC Review	1	4				
8.7	Conduct Review Meeting	2		8			
8.8	Prepare Final Report	2		4	2		
9.0 Design Development (90%)		**19**	**4**	**32**	**42**	**0**	**97**
9.1	Prepare 90% CAD Base Plans			2	4		
9.2	Prepare 90% Plans (7)	6		10	32		
9.3	Prepare 90% Technical Specs and Federal Provisions	8		16			
9.5	Prepare 90% Construction Cost Estimate	1		2	2		
9.6	Complete QA/QC Review	2	4		2		
9.7	Document Review with City (Over-the-Shoulder	2		2	2		
10.0 Construction Documents (100%)		**5**	**0**	**2**	**13**	**0**	**20**
10.1	Prepare 100% Plans and Tech Specs	2			10		
10.3	Prepare 100% Engineer's Cost Estimate	1			1		
10.4	Submit to City Development Services	2		2	2		
11.0 Bid & Award (Mylar Bid Submittal)		**7**	**0**	**8**	**4**	**0**	**19**
11.1	Incorporate Development Services Comments	2		2	4		
11.2	Pre-bid Conference	3					
11.3	Issue Addenda as Required (2)	2		6			
	TOTAL HOURS:	84	8	94	115	16	**317**

Logan Simpson Design Inc.
Project Name: Alleyway Rehab
PM10 Dust Emissions Reduction 2
LSD # 213143
Date: 3/16/2021
PM: Marshall Hayes
Math check done by:

Tasks	Principal Environmental Planner	Environmental Planner, Associate	Permitting Specialist, Sr.	Biologist, Sr.	Biologist, Associate	Principal Archaeologist, Investigator	Archaeologist IV	Archaeologist III	Archaeologist II	GIS Analyst, Associate	GIS Technician	Subtotal Hours	Subtotal Costs	Direct Expenses: Terracon 4,970.810	Direct Expenses: Total	Total Labor and Exp.
Task 1. Project Management, Coordination, and Meetings																
Prepare for and attend project kick-off meeting and field review	1	3										4	$ 501		$ -	$ 501
Prepare for and attend two, 1-hour progress meetings via teleconference		4										4	$ 384		$ -	$ 384
Coordination	2	20										22	$ 2,346		$ -	$ 2,346
Closeout		3										3	$ 288		$ -	$ 288
Subtotal Task 1 Labor	3	30	0	0	0	0	0	0	0	0	0	33	$ 3,519	0	$ -	$ 3,519
Task 2. Environmental Considerations																
Prepare considerations	2	20	1	2			2			2		29	$ 3,165		$ -	$ 3,165
Revisions	1	2										3	$ 405		$ -	$ 405
Subtotal Task 2 Labor	3	22	1	2	0	0	2	0	0	2	0	32	$ 3,570	0	$ -	$ 3,570
Task 3. Biological Resources																
Prefield/travel/site visit (1 biologist)				6								6	$ 702		$ -	$ 702
Prepare/QC technical report (BESF)				12								12	$ 1,404		$ -	$ 1,404
Subtotal Task 3 Labor	0	0	0	18	0	0	0	0	0	0	0	18	$ 2,106	0	$ -	$ 2,106
Task 4. Hazardous Materials																
Prepare PISA, LBP, and ACM reports												0	$ -	1	$ 4,971	$ 4,971
Review reports		3										3	$ 288		$ -	$ 288
Subtotal Task 4 Labor	0	3	0	0	0	0	0	0	0	0	0	3	$ 288	1	$ 4,971	$ 5,259
Task 5. Agency Scoping																
Prepare letters	1	12										13	$ 1,365		$ -	$ 1,365
Prepare distribution list	1	5										6	$ 693		$ -	$ 693
Review and mailings		4										4	$ 384		$ -	$ 384
Subtotal Task 5 Labor	2	21	0	0	0	0	0	0	0	0	0	23	$ 2,442	0	$ -	$ 2,442
Task 6. Cultural Resources																
Coordination							2	2				4	$ 427		$ -	$ 427
Background Research (AZSITE, ARO)									16	1	4	21	$ 1,491		$ -	$ 1,491
Report								20			4	24	$ 2,122		$ -	$ 2,122
Consultation letters								4			1	5	$ 437		$ -	$ 437
QAQC						1	2					3	$ 405		$ -	$ 405
Subtotal Task 6 Labor	0	0	0	0	0	1	4	26	16	1	9	57	$ 4,882	0	$ -	$ 4,882
Subtotal Labor Hours	8	76	1	20	0	1	6	26	16	3	9	166	$ 16,808	1	$ 4,971	$ 21,779
Subtotal Labor Costs	$1,705	$7,296	$123	$2,340	$0	$165	$720	$2,431	$1,128	$333	$567	166	$ 16,808	$ 4,971	$ 4,971	$ 21,779
												Labor	$ 16,808			
												Expenses	$ 4,971			
												Total Fee	**$ 21,779**			

Terracon

DERIVATION OF COST PROPOSAL
SUMMARY

DIRECT LABOR:

Classification	Estimated Man-hours	Labor Rate	Cost	
Environmental Coordinator	4	$99.70	$398.80	
Engineer	2	$73.31	$146.62	
Geologist	13	$64.51	$838.63	
CADD Technician	2	$51.61	$103.22	
Administrative	1	$36.36	$36.36	

		Total Labor Rate Cost:	$1,523.63	
		Overhead Cost, CT PAO 19.24 (170.52%):	$2,598.09	
		Labor Cost:	$4,121.72	
		Fee (10%):	$412.17	
Total Labor	22			$4,533.90

DIRECT EXPENSES:

Mileage -- (38 miles at $0.445 per mile)	$16.91	
Asbestos Field Sampling Kit	-	
Lead Paint Sampling Kit	-	
Meals	-	
Total Direct Expenses		$16.91

OUTSIDE SERVICES:

Total Outside Services		$420.00

TOTAL COST:		**$4,970.81**

Dave M. Matson, Principal

3/15/2021
Date

Terracon

Federal Aid No.:
LS Project No.: TRACS No: TBD
Project Name: Task Name: City of Chandler Alley Rehab

	Environmental Coordinator	Geologist	Engineer	HAZMAT Specialist	CADD Technician	Administrative	Total
Mobilization/ Demobilization							
Travel to and from site	-	1	-	-	-	-	0
Mobilization/ Demobilization Total	0	1	0	0	0	0	0
Utility Coordination, Permitting and Right of Entry Coordination							
Traffic Safety Coordination	-	1	-	-	-	-	0
Bluestake Clearance Coordination	-	-	-	-	-	-	0
Miscellaneous Permits (ADWR, Local Government, Flood Control, Railroad, etc.)	-	-	-	-	-	-	0
Utility Coordination, Permitting and Right of Entry Coordination Total	0	1	0	0	0	0	0
Field Study							
General Data Review	1	1	1	-	-	-	1
Site Reconnaissance	-	4	-	-	-	-	0
General Test Pit Sampling & Logging	-	-	-	-	-	-	0
Fissure Data Review, Trench Logging & Mapping	-	-	-	-	-	-	0
Fissure Reconnissance	-	-	-	-	-	-	0
Field Study Total	1	5	1	0	0	0	1
Project Management, Meetings, & Scheduling							
Project & Miscellaneous Management	1	1	1	-	-	-	1
ADEQ Records Review	-	-	-	-	-	-	0
Coordinate Field Study	-	1	-	-	-	-	0
Miscellaneous Design Meetings	-	-	-	-	-	-	0
Project Management, Meetings, Scheduling, & Site Visits Total	1	2	1	0	0	0	1
Design & Reporting							
Preliminary Initial Site Assessment & Asbestos/Lead Paint Survey Reports	1	4	-	-	2	1	3
Initial & Final gINT Boring Logs & Laboratory Data Tables	-	-	-	-	-	-	0
Geotechnical & Pavement Design	-	-	-	-	-	-	0
Initial & Final Geotechnical Report, Pavement Design Summary & Materials Memorandum	-	-	-	-	-	-	0
Stamped Foundation Data Sheets	-	-	-	-	-	-	0
QC/ QA Review	1	-	-	-	-	-	0
Design & Reporting Total:	2	4	0	0	2	1	3
Grand Total	4	13	2	0	2	1	22
Percent of Total	18%	59%	9%	0%	9%	5%	100%

Federal ID No.:
TRACS No.:
Task Name:

Terracon
4685 South Ash Avenue, Suite H-4
Tempe, Arizona 85282
480-897-8200 Fax:480-897-1133

Lab Testing

TEST	ASTM DESIGNATION	PROPOSED UNITS	UNIT RATE	TOTAL PROJECT
Database Report (EDR)		4	$ 105.00 /ea	$420.00
Lead Based Paint (Flame AA Analysis)		0	$ 10.23 /ea	$0.00
Asbestos Analysis		0	$ 6.14 /ea	$0.00
		SUBTOTAL COSTS FOR LAB TESTING		**$420.00**
		TOTAL COSTS FOR LAB TESTING		**$420.00**

EDR® Environmental Data Resources Inc

COST ESTIMATE

Product*	Price**	Shipping Schedule
EDR Radius Map Report (No Geo)	$105.00	6-8 business hours

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-154

Date: June 7, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Hafiz Noor, Engineering Project Manager

Subject: Professional Services Agreement No. WA2107.201, with Arcadis U.S., Inc., for the Hunt Highway Water Production Facility Ground Subsidence Mitigation Design Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. WA2107.201 to Arcadis U.S., Inc., for the Hunt Highway Water Production Facility Ground Subsidence Mitigation Design Services, in an amount not to exceed $115,594.

Background/Discussion:

The Hunt Highway Water Production Facility (HHWPF), located at 2022 E. Hunt Highway, was designed in 1997 and constructed in 1998 to serve potable water to Zone 2 of the City's potable water distribution system. The HHWPF consists of a two-million-gallon steel storage tank and a booster station equipped with five vertical turbine pumps. Suction piping is arranged to pump water from the tank into the potable water distribution system. Over time, City staff has noticed that ground subsidence in the vicinity of the booster station has occurred such that the above-grade discharge piping is visibly displaced, as well as the suction side valve boxes and other appurtenances. Evidence of subsidence has become more apparent over the last 12 – 18 months and may have been exacerbated by a flooding event that occurred approximately a year ago. Due to the noted subsidence, the booster station may be at risk for leakage, pipe breaks, or other failure.

The project scope of work consists of project management, design services, topographic survey, construction documents, and bidding assistance. The contract completion time is 154 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Water and Wastewater Services. Staff recommends approval of this agreement with Arcadis U.S., Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

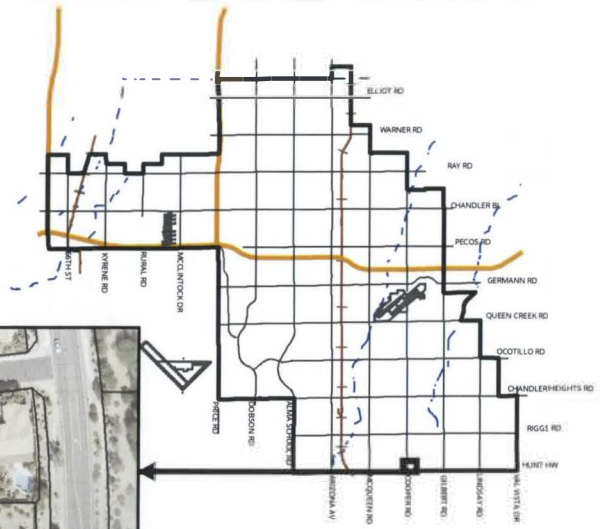
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
601.3820.6718.6WA230	Water Bonds	Water Production Facility Improv	$115,594	Y

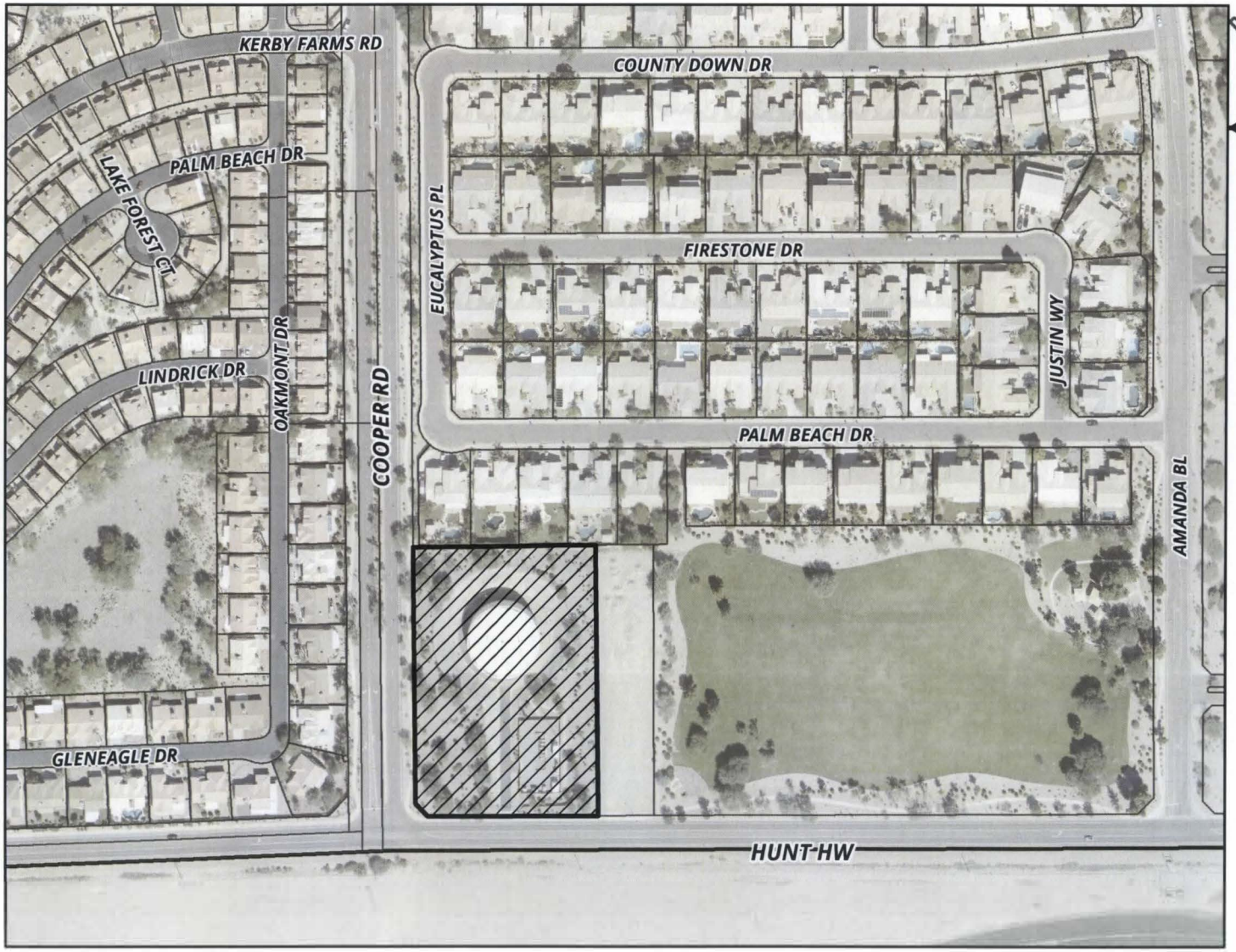
Attachments

Location Map
Agreement - Arcadis U.S., Inc.

CHANDLER arizona

HUNT HIGHWAY WPF
GROUND SUBSIDENCE MITIGATION
PROJECT NO. WA2107.201





MEMO NO. CP21-154

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP20-171 HUNT HIGHWAY WPF GROUND SUBSIDENCE INVESTIGATION\CP20-171.mxd 4/16/2020 MARICELAH

PROFESSIONAL SERVICES AGREEMENT
Design Services
HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION

Project No. WA2107.201

Council Date: June 10, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Arcadis U.S., Inc.**, a Delaware corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **HUNT HIGHWAY WATER PRODUCTION FACILITY GROUND SUBSIDENCE MITIGATION** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **154** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$115,594** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Arcadis U.S., Inc. 410 N. 44th St., Ste. 1000, Phoenix, AZ 85008 Statutory Agent Name: CT Corporation System Statutory Agent Mailing Address: 3800 N. Central Ave., Ste. 460 Phoenix AZ 85012 Statutory Agent Physical Address: (if different than mailing address) Consultant's Authorized Project Representative: Name: Kim A. Tanner, PE Title: Mailing Address: 410 N. 44th St., Ste. 1000, Phoenix, AZ 85008 Physical Address: (if different than mailing address) Phone: 602-797-4636 Email: kim.tanner@arcadis.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following

final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("lndemnitor") must

indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify lndemnitee from and against any and all Claims, except those arising solely from lndemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against lndemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and

every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must

continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all

applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Arcadis U.S., Inc.

_____ 5/5/2021
Signature Date

Kim A. Tanner
Print Name

Principal - in - Charge
Title

kim.tanner@arcadis.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Mr. Hafiz Noor
Project Manager
City of Chandler
PO Box 4008, MS 407
215 E Buffalo Street, Suite 101
Chandler, AZ 85244-4008

Arcadis U.S., Inc.
410 N. 44th Street
Suite 1000
Phoenix
Arizona 85008 Tel
602 438 0883 Fax
602 438 0102
www.arcadis.com

Subject:
WA2107.201 Hunt Highway WPF Ground Subsidence Mitigation Design
Revised Proposal for Professional Engineering Services

Date:
April 20, 2021

Contact:
Kim Tanner, P.E.

Phone:
602-797-4636

Email:
kim.tanner@arcadis.com

Our ref:
30043441

Dear Mr. Noor:

Arcadis is pleased to submit this Revised Proposal to provide professional engineering services for design of subsidence mitigation Option 3 as Arcadis presented on February 9, 2021. This Proposal has been revised based on comments received from the City regarding the prior scope and fee proposal submitted April 14, 2021.

The Revised Scope of Work is attached as Exhibit A and reflects our approach which has been modified based on City comments received. Our total proposed fee for the work presented in Exhibit B is $95,133.00, which includes limited survey work. In addition, permitting has been moved to Allowances along with the City requested contingency amounts for a Total Cost for the project of $115,594.00.

Based on City comments and resulting revisions, we anticipate a total schedule duration of approximately 22 weeks which includes permitting activities if necessary, and project closeout. The project effort will be led by our Project Principal Mr. Kim Tanner, PE, our Project Manager/Senior Engineer Mr. Dane Whitmer, PE, and Arcadis qualified team members. We appreciate this opportunity to continue working with the City of Chandler. Should you have any questions or comments, please don't hesitate to call me at 602-797-4636.

Sincerely,

Arcadis U.S., Inc.

Kim A. Tanner, P.E.
Principal-in-Charge

Enclosures:
Exhibit A - Scope of Work
Exhibit B - Fee Estimate
Exhibit C - Project Schedule

EXHIBIT A

SCOPE OF WORK FOR
PROFESSIONAL ENGINEERING SERVICES

CITY OF CHANDLER

HUNT HIGHWAY WATER PRODUCTION FACILITY
GROUND SUBSIDENCE MITIGATION DESIGN
WA2107.201

INTRODUCTION

The City of Chandler Hunt Highway Water Production Facility (HHWPF), located at 2022 E. Hunt Highway, was designed in 1997 and constructed in 1998 to serve potable water to Zone 2 of the City's distribution system. The WPF consists of a 2 million-gallon steel storage tank and a booster station equipped with 5 vertical turbine pumps. Suction piping is arranged to pump from the 2 MG tank for discharge to Zone 2.

City staff have noticed over a period of time that subsidence in the vicinity of the booster station has occurred such that the above-grade discharge piping is visibly displaced, as well as suction side valve boxes and other appurtenances. Evidence of subsidence has become more apparent over the last 12-18 months, and may have been exacerbated by a site flooding event that occurred approximately a year ago. The City now feels that the booster station may be at risk for leakage, pipe breaks or other failure due to the noted subsidence.

Arcadis performed a visual investigation along with a subsurface investigation in November 2020 to determine a level of understanding of what components of the facility are potentially at risk and current operating conditions. These findings were summarized in the November 3, 2020 technical memorandum Hunt Highway Water Production Facility Ground Subsidence Investigation by Arcadis. Following the City's acceptance of investigation findings, Arcadis developed alternatives with associated cost opinions and provided a recommendation for an alternative design in the February 23, 2021 technical memorandum Hunt Highway Water Production Facility Ground Recommended System Improvements.

Based on the findings and recommendations as summarized in the Arcadis technical memoranda, the City has selected Alternative 3 - Excavate and Recompact for detailed design to correct subsidence issues at the HHWPF. Therefore, the design and construction documents prepared for this project will cover the following:

- Disassembling the above grade piping and excavating the soils in the impacted booster station area down to a depth of approximately 7 feet.

- Requiring inspection and rehabilitation of the below grade piping as needed and replacing electrical wiring and conduits back to the electrical building.
- Backfilling and recompacting with acceptable fill materials.
- Constructing new concrete bases and resetting/repositioning pipe supports.
- Rehabilitating and resetting and the above grade piping and valves.
- Resetting above grade electrical conduit supports and retaping.
- Regrading and paving the site to impede further wetting of subgrade soils by significant storm or maintenance events.
- Testing and disinfecting the pipe for return to service.

The following Scope of Work describes the activities associated with preparing the project design and related construction documents. Construction documents are anticipated to include drawings and specifications consistent with the City of Chandler and MAG standards.

SCOPE OF WORK

TASK 1 – PROVIDE PROJECT MANAGEMENT

Arcadis will perform project management activities based on best practices from Project Management Institute Project Management Body of Knowledge. Arcadis will perform project management activities in the following areas for Phases 1 and 2 inclusive.

1.1 Initiate Project:

The Kickoff Meeting will serve to schedule the work activities.

1.2 Monitor and Control Project:

Arcadis will report activities through project status calls. Project change control will involve identification of any requested changes, review and approval of changes, and application of corrective actions to control the scope, cost and schedule of the project.

1.3 Closeout Project:

Arcadis will debrief the City and perform closeout activities. Project closeout activities including archiving of project documents within Arcadis record files and final turnover of project deliverables in required format to the City.

Meetings

- One (1) Kickoff Meeting.
- Five (5) monthly status calls.

Deliverables

- Kickoff meeting notes.
- Monthly Invoices.
- Monthly Progress Reports.

City Responsibilities

- Participate in status calls.
- Identify meeting attendees and assist with scheduling.

TASK 2 – CONDUCT LIMITED TOPOGRAPHIC SURVEY

As part of the Basis of Design work, a limited verification of site topographic and equipment elevation information will be completed for confirmation of facility elevations for resetting piping / valves and re-grading and paving of the site to correct drainage. The field check will consist of a survey to verify grade elevations, exposed piping, equipment, and components, as well as comparing the survey data to the Record Drawings and the City's desired vertical datum. If necessary, elevation information will be converted to the City's standard vertical datum reference used for water facilities. Arcadis will incorporate survey results into the Basis of Design and Construction Documents described in this SCOPE OF WORK.

City Responsibilities

- Provide access to the Hunt Highway WPF site.
- Provided the City's standard vertical datum reference used for water facilities.

TASK 3 – PREPARE DESIGN AND CONSTRUCTION DOCUMENTS

Following City approval of the Task 3 Basis of Design, Arcadis will prepare the design, construction drawings and technical specifications. Construction drawings will be developed using existing Record Drawings and the Task 2 supplemental survey data. The original facility Record Drawings are anticipated to be used as screened background for construction drawing sheets. The construction drawings and specifications will be prepared to the level of a bid ready package.

Design work will conform to the latest version of the City of Chandler Water & Wastewater System Design Technical Design Manuals 1&2 and MAG standards. Construction documents will be submitted for City review at the 60% and 90% levels of completion as described below.

60% Project Completion

At 60% design completion, Arcadis will submit for City review:

- Progress construction drawing set including:
  - Civil and mechanical drawings.

  - Pipeline plan and profile.
  - Progress detail sheets for connections & appurtenances.
- Draft of major specification sections, including a ductile iron pipe and gate valve specifications should these components require replacement based on inspection during construction.
- Construction cost estimate.

The 60% design will be presented to City staff in one (1) workshop session. Based on City review comments, revisions will be incorporated into prior to the 90% completion submittal.

90% Project Completion

The final formal review workshop will be conducted by Arcadis at the 90% design completion stage, which essentially represents the completion of the design development process. This workshop will focus on accuracy and completeness of the design product including:

- Verifying that prior City comments on 60% completion submittal have been incorporated.
- Validating compliance with City standards and requirements.
- Reviewing drawing and specification consistency.
- Addressing operational and constructability considerations.
- Cost estimate refined from 60% level.

Following the workshop, Arcadis will initiate permit review submittals as described under Task 5 herein.

Final Project Completion

Items identified in the 90% review will be incorporated in the final construction document bid ready package for City's use in procuring construction services.

Deliverables

- Review design document sets at each level of completion.
- 60% and 90% workshop agendas
- 60% and 90% workshop notes
- 60% and 90% cost estimates
- One electronic copy of the Final construction documents incorporating City comments on the 90% set.

TASK 4 - ALLOWANCES

Fees for the following are included as Fee Allowances since the required effort is currently unknown.

Permitting

Following the project Kickoff Meeting, Arcadis will contact Maricopa County Environmental Services Department (MCESD) for an early determination of whether the Approval to Construct (ATC) and Approval of Construction (AOC) process will apply to the project. If this project is considered as system maintenance, MCESD may not require permit review. At the 90% level of completion, Arcadis will identify, coordinate and prepare permit submittal documents for MCESD if required.

If the ATC/AOC process applies, the requirements of Chandler Water and Wastewater System Design Technical Design Manuals 1 & 2 (TDM 1&2), require that construction documents will bear the approval signature of MCESD prior to approval by the City. Arcadis will route the request for ATC to the City Engineer through Civil Plan Review. Arcadis will also respond to MCESD review comments after consulting with City staff and apprise the City of ATC review status.

In accordance with TDM 1&2, once construction is complete, Arcadis will also prepare and submit the application for AOC and obtain final sign off through MCSED.

Contractor Coordination / Bidding Assistance

Arcadis will assist the City in coordinating with the City's JOC for providing clarifications, responding to requests for information, reviewing contractor pricing, etc., as requested. Arcadis will provide similar as-requested services should the City deliver the project through conventional design-bid-build.

Owner's Contingency

An amount representing approximately 10% of the design fee is included as a contingency for use at the sole discretion of the City.

SCOPE OF WORK ASSUMPTIONS & EXCLUSIONS

Assumptions

- All work will be within the boundary of the HHWPF site.
- Existing piping, valves, electrical equipment, and instrumentation are assumed to be reused and not replaced. Only concrete piping supports, electrical conduits and wiring from the equipment to the electrical building are assumed to be replaced as new. However, specification sections will be provided for use in furnishing new gate valves

and ductile iron piping should the existing components be in unsatisfactory condition as identified during construction.

- Design drawings will be prepared using existing facility Record Drawings as screened background.
- Geotechnical information from Phase 1 – Task 2 herein will be the initial geotechnical reference for design.
- The prior Technical Memoranda prepared under the Ground Subsidence Investigation project shall serve as the design basis for this design phase and will be submitted with the ATC application to MCESD if permit review is required.
- The cost estimate based on the construction drawings and specifications at the 90% level of completion will be an AAEE Class 2 estimate.
- City will review and authorize ALLOWANCE budgets as needed.
- City will pay all permit application fees.

Exclusions

- Construction Administration Services are not part of this Scope of Services and will be provided to the City if requested in a separate proposal.
- Design and installation of new equipment, piping/valves or instrumentation is excluded. However, specification sections will be provided for use in furnishing new gate valves and ductile iron piping should the existing components be in unsatisfactory condition as identified during construction.
- The storage tank and appurtenances are excluded.
- Site communications and development of P&IDs is excluded.

EXHIBIT "B"
COMPENSATION AND FEES

Arcadis U.S., Inc.
410 N. 44th Street
Suite 1000
Phoenix
Arizona 85008
Tel 602 438 0883
Fax 602 438 0102
www.arcadis.com

WA2107.201

EXHIBIT B

Lump Sum Cost Per Task

HUNT HIGHWAY WPF GROUND SUBSIDENCE MITIGATION DESIGN TASK DESCRIPTIONS			SUBTOTAL
1. Provide Project Management			**$ 8,068.00**
	Initiate Project	*$ 981.00*	
	Monitor and Control Project	*$ 5,788.00*	
	Closeout Project	*$ 1,299.00*	
2. Conduct Limited Topographic Survey			**$ 2,611.00**
	Coordinate Survey Subconsultant Work	*$ 623.00*	
	Review and Interpret Results	*$ 1,988.00*	
3. Design and Constuction Documents			**$ 81,954.00**
	60% Project Completion	*$ 68,040.00*	
	Workshop	*$ 941.00*	
	90% Project Completion	*$ 8,392.00*	
	Workshop	*$ 941.00*	
	Final Project Completion	*$ 3,640.00*	
4. Allowances			**$ 20,461.00**
	Permitting (ATC, City, AOC)	*$ 8,448.00*	
	Contractor Coordination / Bidding Assistance	*$ 2,500.00*	
	Owner's Contingency (10% of base fee)	*$ 9,513.00*	
Survey Subconsultant (Task 2)			**$ 2,500.00**
	TOTAL COST:		**$ 115,594.00**

Arcadis U.S., Inc.
410 N. 44th Street
Suite 1000
Phoenix
Arizona 85008
Tel 602 438 0883
Fax 602 438 0102
www.arcadis.com

EXHIBIT "B-2"

PHASE 1 - INVESTIGATION AND ALTERNATIVES DEVELOPMENT	Principal / Technical Expert	Sr. Engr.	Engr. / I/C / Data Analyst	Technician / CAD Designer / Project Assistant	< PROJECT ROLE
	K.Tanner / Z.Wilsterman	*D. Whitmer*	*J. Emmons*	*B. Freeman / J. Morrison*	*< NAME OF PERSON*
	$ 265.00	$ 179.00	$ 159.00	$ 138.00	< HOURLY
TASK DESCRIPTIONS					**TOTAL HOURS PER TASK**
1. Provide Project Management (*Project Phases 1 & 2*)	**2**	**28**	**2**	**16**	**48**
Initiate Project	1	4			*5*
Monitor and Control Project		20		16	*36*
Closeout Project	1	4	2		*7*
2. Conduct Limited Topographic Survey	**1**	**6**	**8**	**0**	**15**
Coordinate Survey Subconsultant Work	1	2			*3*
Review and Interpret Results		4	8		*12*
3. Design and Construction Documents	**6**	**52**	**65**	**440**	**563**
60% Project Completion	4	32	45	392	*473*
Workshop	1	2	2		*5*
90% Project Completion		8	16	32	*56*
Workshop	1	2	2		*5*
Final Completion		8		16	*24*
4. Allowances	**4**	**40**	**0**	**20**	**64**
Permitting (ATC, City, AOC)		32		20	52
Contractor Coordination / Bidding Assistance	4	8			*12*
Owner's Contingency					
TOTAL HOURS:	13	126	75	476	**690**

Team Members / Roles
Kim Tanner, PE - Principal, Civil Technical Expert
Zane Wilsterman, PE - Electrical, Instrumentation & Controls Technical Expert
Dane Whitmer, PE - Senior Engineer
Jacob Emmons - Engineer
Brandon Freeman - Technician
Janet Morrison - Project Assistant

Exhibit B-3: Project Schedule

Arcadis-Water	City of Chandler	**Weekending**	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24
Prepared by: D. Whitmer	Hunt Hwy WPF Rehabilitation																									
Task Item	**Description**																									
TASK 1-Project Management																										
Billing																								Close Out		
Kick off Meeting																										
Contact AHJ	Task 5																									
Task 2-Limited Topographic Survey																										
Surveyor Coordination and Site Walk																										
Site Survey																										
Survey Document Prep and Delivery																										
Task 3-Basis of Design Technical Memorandum																										
Draft Memo	Collect and identify City Standards, materials, project definition																									
Workshop	Prepare Presentation and coordinate meeting, City document review																									
Final Memo	Incorporate comments																									
Task 4 - Prepare Design and Construction Documents																										
Digitize Record Drawing																										
Incorporate Survey Drawings																										
Prepare Base sheets and Specification TOC																										
Prepare 60% Documents	Civil/Mechanical/Electrical Plans and Profiles, Progress Detail Sheets, Major Specifications																									
Arcadis Internal Review																										
60% City Review																										
60% Arcadis Response																										
60% Workshop																										
Contact Permitting AHJ	Task 5: Prep discussions with AHJ to coordinate submissions																									
Prepare 90% Documents																										
Incorporate City Comments	Review 60% comments and workshop for incorporation																									
Review compliance of City and Industry Standards	Includes update of Basis of Design Memo																									
Finalize details, address operational/constructability Items																										
Final Coordination of specs and drawing consistency																										
90% City Review																										
90% Arcadis Response																										
90% Workshop																										
Prepare, submit to AHJs for permitting, AHJ review	Task 5																									
Prepare Final Documents																										
Final document reviews																										
Document Punch lists completion	Incorporate AHJ comments																									
Submittal to the City																										

Notes:

1. Schedule does not account for Arcadis or City Holidays

Rev 1: 4/14/2021

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Agreement for use in the performance of the work and if, to the actual knowledge of City, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed by City in the Agreement. Consultant must defend, indemnify and hold harmless City and anyone directly or indirectly employed by City from and against all claims, damages, losses, and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

ITEM 15

City Council Memorandum **Public Works & Utilities** **Memo No.** CP21-162

Date: June 7, 2021

To: Mayor and Council

Thru: Joshua H. Wright, Acting City Manager
Debra Stapleton, Assistant City Manager
John Knudson, Public Works and Utilities Director
Andrew Goh, Capital Projects Manager

From: Kurt Hoffman, Engineer Assistant

Subject: Professional Services Agreement No. WA2108.451 with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Small Water Valve Replacements 2021 Construction Management Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. WA2108.451 to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Small Water Valve Replacements 2021 Construction Management Services, in an amount not to exceed $80,450.

Background/Discussion:

The Public Works & Utilities Department administers an ongoing Water Valve Replacement Program to evaluate aging water infrastructure and identify high priority valves in need of replacement. The replacement of broken valves in the City's water distribution system reduces the time to shut down a water main during water emergencies and minimizes water loss and damage to surrounding infrastructure and personal property.

The project scope of work consists of construction management services for the replacement of twenty nine valves, ranging in size from six to sixteen inches in various locations. This work includes pre-construction assistance, contract oversight, and contract close out. Affected residents and businesses will receive prior notification of any planned water outages. The contract completion time is 200 calendar days following Notice to Proceed.

A related Project Agreement with Professional Piping Systems, LLC, dba WaCo Contracting, for the Small Water Valve Replacements 2021, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Professional Services. Staff recommends approval of this agreement with Ritoch-Powell & Associates Consulting Engineers, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

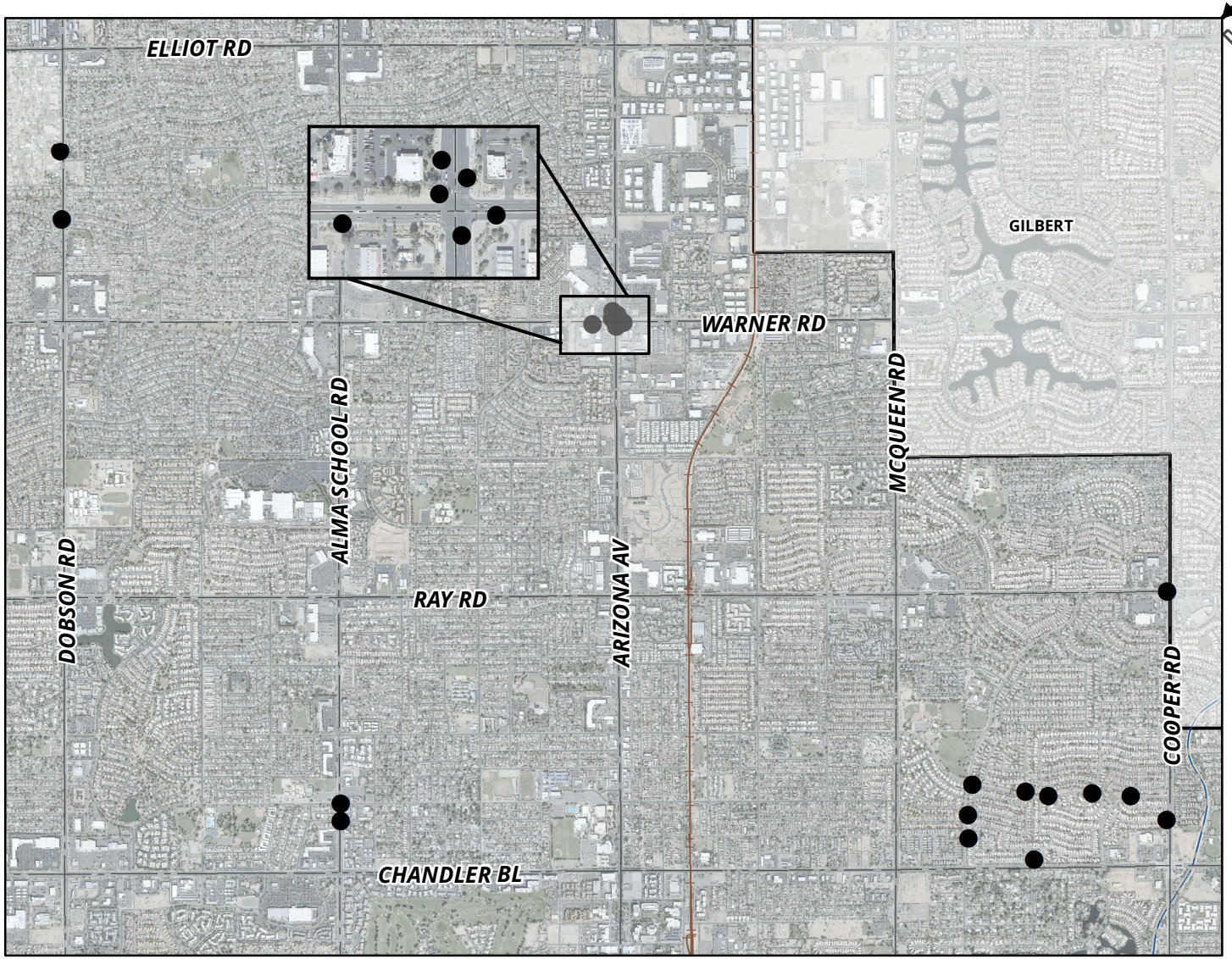
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6714.6WA023	Water Operating Fund	Water Main Replacements	$80,450.00	Y

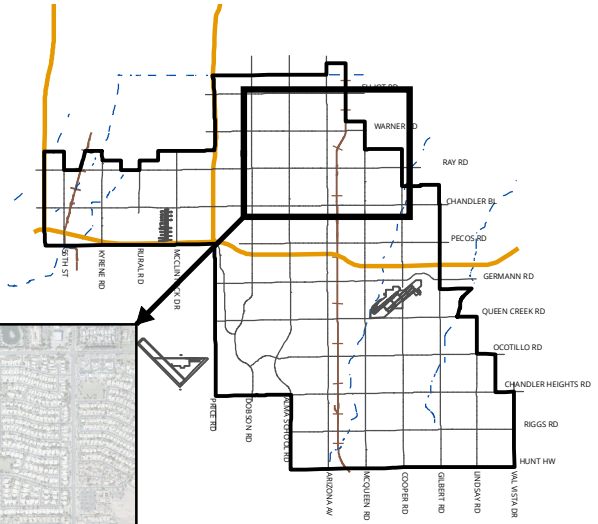
Attachments

Location Map
Agreement - Ritoch-Powell & Associates

CHANDLER
arizona

SMALL WATER VALVE REPLACEMENTS - 2021
PROJECT NO. WA2108.451





MEMO NO. CP21-162

● PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP21-135 SMALL WATER VALVE REPLACEMENTS 2021\CP21-135.mxd 4/15/2021 MARICELAH

CHANDLER arizona
Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
SMALL WATER VALVE REPLACEMENTS 2021

Project No. WA2108.451

Council Date: June 10, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of_____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Ritoch-Powell & Associates Consulting Engineers, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Construction Management Services for **SMALL WATER VALVE REPLACEMENTS 2021** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **200** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$80,450** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	Project Manager City of Chandler Public Works & Utilities Department P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
To Consultant:	Ritoch-Powell & Associates Consulting Engineers, Inc. 1001 N Central Ave, Ste. 900 Phoenix AZ 85004 Statutory Agent Name: Karl Obergh Statutory Agent Mailing Address: 1001 N. Central Ave, Suite 900, Phoenix, AZ. 85004 Statutory Agent Physical Address: Same as above Consultant's Authorized Project Representative: Name: Frank Henderson, III Title: Executive Vice President Mailing Address: Same as above Physical Address: Same as above Phone: 602-263-1177 Email: fhenderson@rpaeng.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final contract payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its contracts with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from Consultant following

final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must

indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding a contract to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and

every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must

continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all

applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

SIGNATURE PAGE TO FOLLOW

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

_____
MAYOR

Recommended By:

_____
Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
Ritoch-Powell & Associates Consulting Engineers, Inc.

_____ 5/13/2021
Signature Date

Karl G. Obergh
Print Name

Principal / CEO
Title

kobergh@ rpaeng.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT A
SCOPE OF WORK
WA2108.451

Project Description

Construction Inspection services for small valve replacement throughout City of Chandler including pre-construction assistance, contractor oversight, and construction contract close out.

PROJECT TASKS

1. **PRE-CONSTRUCTION ASSISTANCE**
   - **A. Task 1.1 Preconstruction Assistance**
     - i. CM CONSULTANT must attend the pre-construction meeting.
2. **CONSTRUCTION MANAGEMENT**
   - **A. Task 2.1 Weekly Construction Meetings**
     - i. CM CONSULTANT must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Time & Materials (T&M); Field Directive (FD); and Allowance Logs.
   - **B. Task 2.2 CPM Schedule**
     - i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
     - ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final
   - **C. Task 2.3 Requests for Information (RFI's)**
     - i. Respond to RFI's as needed.
   - **D. Task 2.4 Submittals**
     - i. CM CONSULTANT shall review Contractor submittals to verify compliance with contract documents and provide comments as needed
   - **E. Task 2.5 Time & Materials (T&M)**
     - i. CM CONSULTANT must review Contractor Time and Materials (T&M) cost submittals and provide recommendations for approval.
   - **F. Task 2.6 Field Directives (FD's)**
     - i. CM CONSULTANT must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's.
   - **G. Task 2.7 Contractor Payment Applications**
     - i. CM CONSULTANT shall review Contractor monthly payment applications and make recommendation for payment.
     - ii. CM CONSULTANT shall maintain a weekly record of constructed pay quantities and compile monthly totals.
     - iii. CM CONSULTANT shall coordinate payment application with the City quantity report and the inspectors' daily logs.
3. **CONSTRUCTION INSPECTION**
   - **A. Task 3.1 Inspection Services**
     - i. CM CONSULTANT shall provide construction inspection to verify Contractor's materials and installations conform to construction documents. CM CONSULTANT assumes:
       1. One (1) part time inspector on-site for four (4) hours per day for the project duration of 200 calendar days.
     - ii. CM CONSULTANT shall prepare daily inspection reports documenting Contractor construction activities, quantities, and progress noted during field inspection visits.
   - **B. Task 3.2 Project Closeout**

i. CM CONSULTANT shall schedule and conduct substantial completion inspection.
ii. CM CONSULTANT shall prepare substantial completion punch list generated from and track completion of punch list items.
iii. CM CONSULTANT shall schedule and conduct final completion inspection.
iv. CM CONSULTANT shall complete and distribute the substantial and final completion certificates.

4. UTILITY COORDINATION

A. TASK 4.1 Utility Coordination

i. CM CONSULTANT must coordinate with utility representatives to schedule new service connections and necessary relocations, including but not limited to SRP and RWCD.
ii. CM CONSULTATION must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

5. RECORD DRAWINGS

A. Task 5.1 Record Drawings

i. Review and monitor Contractor's weekly updates on red-line drawing set. Review Contractor's submitted as-built Record Drawings.

6. PROJECT MANAGEMENT

A. Task 6.1 Project Monitoring

i. CM CONSULTANT shall submit monthly invoices. Invoices will be broken down to the same level of detail as the attached fee schedule.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. The following items are excluded:
   a) Fees for City reviews and permits
   b) Special inspections
   c) Private and public utility relocation design or coordination
   d) Public Outreach
   e) QA plan or testing

EXHIBIT "B"
COMPENSATION AND FEES

COST PROPOSAL SUMMARY

PROJECT NAME:	Small Valve Replacement 2021
PROJECT NO.:	WA2108.451
FEDERAL PROJECT NO.:	N/A
TRACS NO.:	N/A

CONTRACT LABOR

CLASSIFICATION	MAN HOURS	BILLING RATES	LABOR COSTS
Principal	0	$ 245.00	$ -
Project Manager - Sr./Engineering Dept M	0	$ 200.00	$ -
Project Manager - Sr.	0	$ 180.00	$ -
Project Manager	0	$ 160.00	$ -
Project Engineer - Sr.	0	$ 140.00	$ -
Project Engineer	0	$ 125.00	$ -
EIT	0	$ 115.00	$ -
Inspection/Construction Observer	598	$ 120.00	$ 71,760.00
Registered Land Surveyor	0	$ 130.00	$ -
Chief of Survey Crews	0	$ 110.00	$ -
2-Person Survey Crew	0	$ 150.00	$ -
Project Coordinator	14	$ 85.00	$ 1,190.00
		TOTAL DIRECT LABOR	$ 72,950.00
		SUBTOTAL CONTRACT LABOR	**$ 72,950.00**

Subtotal Contract Labor	$	72,950.00
Subtotal Direct and Outside Expenses	$	-
Subtotal Subconsultants	$	-
Total Contract Fee	$	72,950.00
Subtotal Allowances	$	7,500.00
Total Contract Fee & Allowances	**$**	**80,450.00**

DIRECT AND OUTSIDE EXPENSES

	DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
1	Personal Vehicle Mileage	Miles	$ 0.54		$ -
2					$ -
3					$ -
4					$ -
5					$ -
	REPRODUCTIONS - AT COST (Estimates Only)				
	Printing (8-1/2" x 11")	Each	$ 0.10		$ -
	Printing (11" x 17")	Each	$ 0.15		$ -
	Bond Large Format	Each	$ 1.44		$ -
	Mylar Large Format	Each	$ 12.14		$ -
	Exhibits	Each	$ 250.00		$ -
	Deliveries/Postage	Each	$ 50.00		$ -
			SUBTOTAL DIRECT AND OUTSIDE EXPENSES		**$ -**

SUBCONSULTANTS FEE

	SUBCONSULTANT	TASK	FEE
1			$ -
2			$ -
3			$ -
4			$ -
5			$ -
6			$ -
7			$ -
8			$ -
9			$ -
10			$ -
		SUBTOTAL SUBCONSULTANTS FEE	**$ -**

ALLOWANCES

	CONSULTANT/EXPENSES	TASK	FEE
1	Owner's Allowance		$ 7,500.00
2			$ -
3			$ -
4			$ -
5			$ -
		SUBTOTAL ALLOWANCES	**$ 7,500.00**

CONTRACT TERMS

PAYMENT METHOD		LUMP SUM	2020 Standard Hourly Rate Schedule
	X	TIME AND MATERIALS	(RPA RATE TABLE NAME)
CONTRACT DURATION	200	(CALENDAR DAYS)	
PROCUREMENT METHOD		SOLICITATION / DIRECT SELECT	
	X	ON-CALL TASK ORDER	
			(ON-CALL CONTRACT NO.)

RPA

DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	Principal	Project Manager - Sr./Engineering Dept Manager	Project Manager - Sr.	Project Manager	Project Engineer - Sr.	Project Engineer	EIT	Inspection/Construction Observer	Registered Land Surveyor	Chief of Survey Crews	2-Person Survey Crew	Project Coordinator	Total Hours By Task	Total Cost By Task
	Hourly Rate		$ 245.00	$ 200.00	$ 180.00	$ 160.00	$ 140.00	$ 125.00	$ 115.00	$ 120.00	$ 130.00	$ 110.00	$ 150.00	$ 85.00		
1	**PRE-CONSTRUCTION ASSISTANCE**															
1.1	Pre-Construction Meeting									2					2	$240.00
	SUBTOTAL PRE-CONSTRUCTION ASSISTANCE		0	0	0	0	0	0	0	2	0	0	0	0	2	$240.00
2	**CONSTRUCTION MANAGEMENT**															
2.1	Conduct & Prepare Weekly Construction Meeting Agenda & Minutes									44					44	$5,280.00
2.2	Review Baseline & Monthly CPM Schedule									9					9	$1,080.00
2.3	Review and Respond to RFI's (5) & Maintain RFI Log									8					8	$960.00
2.4	Review Shop Drawing Submittals (5) & Maintain Submittal Log									11					11	$1,320.00
2.5	Review T&M Cost Submittals (5) & Maintain T&M Log									8					8	$960.00
2.6	Prepare FD Documents (2) & Maintain FD Log									3					3	$360.00
2.7	Review Monthly Payment Applications, Maintain Weekly Record of Quantities, Coordinate with City Quantity Report									12					12	$1,440.00
	SUBTOTAL CONSTRUCTION MANAGEMENT		0	0	0	0	0	0	0	94	0	0	0	0	95	$11,400.00
3	**CONSTRUCTION INSPECTION**															
3.1	Inspection Services									470					470	$56,400.00
3.2	Project Closeout									8					8	$960.00
	SUBTOTAL CONSTRUCTION INSPECTION		0	0	0	0	0	0	0	478	0	0	0	0	478	$57,360.00
4	**UTILITY COORDINATION**															
4.1	Coordination with Utilities, AOC Application									17					17	$2,040.00
	SUBTOTAL UTILITY COORDINATION		0	0	0	0	0	0	0	17	0	0	0	0	17	$2,040.00
5	**RECORD DRAWINGS**															
5.1	Review and Monitor Contractor Redlines									7					7	$840.00
	SUBTOTAL RECORD DRAWINGS		0	0	0	0	0	0	0	7	0	0	0	0	7	$840.00
6	**PROJECT MANAGEMENT**															
6.1	Project Monitoring													14	14	$1,190.00
	SUBTOTAL PROJECT MANAGEMENT		0	0	0	0	0	0	0	0	0	0	0	14	14	$1,190.00
	Total Hours		0	0	0	0	0	0	0	598	0	0	0	14	612	
	Total Dollars		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 71,760.00	$ -	$ -	$ -	$ 1,190.00		$ 72,950.00

PHOENIX: 1001 N. Central, Suite 900, Phoenix, AZ 85004 | P: 602-263-1177 | F: 602-277-6286
MESA: 63 E. Main Street, Suite 502, Mesa, AZ 85201 | P: 480-539-7497
www.rpaeng.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written contract with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability

insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City.

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Contract/Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant including City's general supervision of Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** MS 21-058

Date: June 7, 2021
To: Mayor and Council
Thru: Joshua H. Wright, Acting City Manager
Dawn Lang, Management Services Director
From: Matthew Dunbar, Budget Manager
Subject: Annual Budget in the Amount of $1,058,074,338; Setting Forth the Receipts and Expenditures, and the Amounts Proposed to be Raised by Direct Property Taxation for the Various Purposes for Fiscal Year (FY) 2021-22, and Adopting the 2022-2031 Capital Improvement Program (CIP) in the Amount of $1,267,887,520

Proposed Motion:

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Background:

On, May 27, 2021, Council adopted Resolution No. 5476 which approved the FY 2021-22 Tentative Budget in the amount of $1,058,074,338 and set June 10, 2021, as the date for a public hearing to allow taxpayers to comment and provide input on the Budget, CIP, and Property Tax Levy. A Notice of Public Hearing for "Adoption of the FY 2021-22 Annual Budget and 2022-2031 Capital Improvement Program and Setting of Property Tax Levies" has been posted on the official City website since June 2, 2021, and published in the Arizona Republic on June 2 and June 9, 2021, as required by State statute. The notice includes a summary of the Tentative Budget, with State Auditor General schedules (Budget forms) attached, and provides a general description of the Ten-Year CIP. Council action on the Budget and CIP is scheduled immediately following the Public Hearing on the Budget, CIP, and Property Tax Levy. Action on the Property Tax Levy is scheduled for June 24, 2021.

Discussion:

FY 2021-22 Budget and Property Tax Levy: Arizona Revised Statutes provide that the total amounts proposed to be spent in the final budget shall not exceed the total amounts that were proposed for expenditure in the published tentative estimates. The Tentative Budget in the amount of $1,058,074,338 includes funding for departmental operating budgets of $411,883,447; funding for debt service of $73,753,925; budget for equipment, technology, and vehicle replacements of $5,086,418; and contingencies and reserves in the amount of $198,378,473 in various funds. The capital budget includes $113,260,825 in new appropriation, $255,461,250 in capital carryforward, and $250,000 in contingency and reserve funding.

Included in the projected operating revenues of $510,712,767 is a property tax levy of $38,056,745

based on a rate of $1.1126 per $100 of assessed property valuation (reduced from $1.1201 in the current year), plus $481,455 for Salt River Project's payment to the City in lieu of property tax, for a total of $38,538,200. Arizona Revised Statutes Truth in Taxation requirements do not apply for FY 2021-22 as the Primary Property Tax Rate of $0.2426 per $100 of assessed valuation (reduced from $0.2501), does not exceed the Truth in Taxation maximum rate of $0.2426 per $100 of assessed valuation and resultant levy, as determined by the Property Tax Oversight Commission.

2022-2031 Capital Improvement Program: City Charter requires the City Manager to present a (minimum) Five-Year CIP for the City of Chandler to the City Council before June 15th of the current fiscal year. The Proposed 2022-2031 CIP is a Ten-Year Program totaling $1,267,887,520. Information regarding the various capital projects, cost estimates, methods of financing, recommended time schedules, and estimated annual operating cost were distributed in the proposed budget, which is posted online and discussed at the Budget Briefing on April 23, 2021.

Following the close of the public hearing, Council is asked to make a motion to adopt the Final FY 2021-22 Budget and 2022-2031 CIP.

Financial Implications:

Approval of this budget provides legal appropriation to spend for Operations and the first year of the Capital plan, beginning July 1, 2021.

Attachments

Resolution 5477

FY 2021-22 Auditor General Schedules

RESOLUTION NO. 5477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, ADOPTING THE ANNUAL BUDGET IN THE AMOUNT OF $1,058,074,338; SETTING FORTH THE RECEIPTS AND EXPENDITURES; AND THE AMOUNTS PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES FOR FISCAL YEAR (FY) 2021-22, AND ADOPTING THE 2022-2031 CAPITAL IMPROVEMENT PROGRAM (CIP) IN THE AMOUNT OF $1,267,887,520 FOR THE CITY OF CHANDLER.

WHEREAS, in accordance with the provisions of Title 42 Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council did on the 27th day of May 2021, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Chandler; and

WHEREAS, in accordance with said sections of said Title, and following due public notice, the Council met on, June 10, 2021, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures or tax levies; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on June 10, 2021, at the hour of 6:00 p.m., in the Council Chambers, 88 East Chicago Street, Chandler, Arizona, for the purpose of hearing taxpayers and setting tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in Title 42 Section 17051(A), A.R.S.; and

WHEREAS, Section 5.07 of the Chandler City Charter requires the City Manager to prepare and submit to the City Council a Five-Year CIP; and the City Manager has prepared and submitted a Ten-Year CIP to the City Council for its adoption; and the Council has duly considered the contents of said CIP and finds it to be in the best interest of the City of Chandler to adopt a Ten-Year CIP; and

WHEREAS, the City of Chandler adopts an Expenditure Control Budget System (ECB) wherein the budget for specific functions may increase annually by a percent increase based on an adjustment factor which can be derived from growth and inflation or other economic factors, if funds are available to do so. Budgets may also change by Departments submitting budget requests based on specific service needs, or remain constant based on economic factors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, that:
the said estimates of revenue and expenditures shown on the accompanying schedules are hereby adopted as the budget amounting to One Billion, Fifty Eight Million, Seventy Four Thousand, Three Hundred and thirty Eight Dollars ($1,058,074,338) for the City of Chandler for FY 2021-22; and

a. Current personnel policies and practices, including salary schedules and benefits previously approved by the City Council are to continue except as hereinafter changed by separate action. The classification plan may be amended by the City Manager from time to time to create or abolish classes or positions. The City Manager shall assign each new classification a grade in the salary schedule so that all positions substantially similar with respect to duties, responsibilities, authority, and character of work receive the same schedules of compensation;

b. Consistent with the responsibilities, duties, authority and performance of the employee, the City Manager may assign employees a salary within the salary rate schedules approved by the City Manager;

c. That the City Manager or City Manager's designee may transfer part or all of any unencumbered appropriation balance among divisions within a department. Upon written request by the City Manager, the City Council may transfer part or all of any unencumbered appropriation balance from one department to another;

d. That the City Manager or City Manager's designee is authorized to transfer part or all of any encumbrance or carryforward reserve within or to a department's budget within or to another fund if necessary;

e. That the City Manager or City Manager's designee is authorized to transfer all or part of savings from prior appropriations in a department's budget from the non-departmental contingency reserves to the appropriate department;

f. That the City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental salary account to the various departmental salary accounts in the appropriate funds and departments;

g. That the City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental, fuel and utility reserve accounts to the various departmental fuel and utility accounts in the appropriate funds and departments;

h. That the City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental lump sum agreement account to a department or departments to utilize these funds on a specific capital project or other improvement;

i. That the City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental grant or grant match contingency reserve account to the various departments upon the City's receipt and acceptance of federal, state, or local grants;

j. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental vehicle replacement contribution reserve account to the vehicle replacement contribution account in the appropriate funds and departments;

k. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental technology reserve account to the appropriate funds and department cost centers;

l. The City Manager or City Manager's designee is authorized to transfer appropriation in the non-departmental fire academy education and training reserve account to the appropriate funds and department cost centers;

m. The funds appropriated by the resolution are authorized to be expended as necessary and proper for municipal purposes;

n. In the event that at any time during the fiscal year, revenues collected are less than appropriated projected revenues, the City Manager or City Manager's designee is authorized to reduce expenditure appropriation accordingly;

o. In accordance with A.R.S. Section 9-500.04E, Council elects to exercise a waiver of the minimum fleet conversion requirement to alternative fuel;

p. That money from any fund may be used for any of these appropriations, except money specifically restricted by State or Federal law, or by City Code or resolution and that the 2022-2031 CIP in the amount of $1,267,887,520, on file in the office of the City Clerk, is hereby approved and adopted as a planning guide for use in scheduling the development of capital facilities for the ensuing ten-year period.

The statement/exhibits of the tentative budget, as described in Schedules A through G below, are attached hereto and by reference adopted herein.

Schedule A	Summary Schedule of Estimated Revenues and Expenditures/Expenses
Schedule B	Summary of Tax Levy and Tax Rate Information
Schedule C	Summary by Fund Type of Revenues Other Than Property Taxes
Schedule D	Summary by Fund Type or Other Financing Sources/<Uses> and Interfund Transfers
Schedule E	Summary by Department of Expenditures/Expenses Within Each Fund Type
Schedule F	Summary by Department of Expenditures/Expenses
Schedule G	Full-Time Employees and Personnel Compensation

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 10th day of June, 2021.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE above and foregoing Resolution No. 5477 as duly passed by the City Council of the City of Chandler, Arizona, at a special meeting held June 10, 2021, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF CHANDLER
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2021-22

Fiscal Year		Sch	FUNDS						
			General Fund	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Enterprise Funds Available	Internal Service Funds	Total All Funds
2021	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	275,609,140	87,703,645	28,970,415	296,528,769	201,047,109	41,477,851	931,336,929
2021	Actual Expenditures/Expenses**	E	238,408,684	52,606,257	27,135,385	59,033,050	113,433,234	35,653,445	526,270,055
2022	Fund Balance/Net Position at July 1***		104,183,629	27,886,073	-	128,148,863	128,528,927	9,149,905	397,897,397
2022	Primary Property Tax Levy	B	8,298,220						8,298,220
2022	Secondary Property Tax Levy	B			29,758,525				29,758,525
2022	Estimated Revenues Other than Property Taxes	C	250,543,747	94,390,459	720,975	42,573,213	142,659,102	30,772,700	561,660,196
2022	Other Financing Sources	D	-	-	-	60,460,000	-	-	60,460,000
2022	Other Financing (Uses)	D	-	-	-	-	-	-	-
2022	Interfund Transfers In	D	8,521,086	285,000	10,000,000	59,040,537	14,515,420	2,979,994	95,342,037
2022	Interfund Transfers (Out)	D	64,861,581	329,212	-	22,050,000	8,077,455	23,789	95,342,037
2022	Reduction for Amounts Not Available:								
LESS:	Amounts for Future Debt Retirement:								-
2022	Total Financial Resources Available		306,685,101	122,232,320	40,479,500	268,172,613	277,625,994	42,878,810	1,058,074,338
2022	Budgeted Expenditures/Expenses	E	306,685,101	122,232,320	40,479,500	268,172,613	277,625,994	42,878,810	1,058,074,338

EXPENDITURE LIMITATION COMPARISON	2021	2022
1. Budgeted expenditures/expenses	$ 931,336,929	$ 1,058,074,338
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	931,336,929	1,058,074,338
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 931,336,929	$ 1,058,074,338
6. EEC expenditure limitation	$ 931,336,929	$ 1,058,074,338

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF CHANDLER, ARIZONA

Summary of Tax Levy and Tax Rate Information
Fiscal Year 2021-22

		2020-21 Fiscal Year	2021-22 Fiscal Year
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A).	$ 18,891,972	$ 20,112,536
2.	Amount received from primary property taxation in the 2015-16 fiscal year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18).		
3.	Property tax levy amounts		
	A. Primary property taxes	$ 8,006,244	$ 8,298,220
	B. Secondary property taxes	27,850,612	29,758,525
	C. Total property tax levy amounts [1]	$ 35,856,856	$ 38,056,745
4.	Property taxes collected*		
	A. Primary property taxes		
	(1) 2020-21 levy	8,014,711	
	(2) Prior years' levy [2]	65,000	
	(3) Total primary property taxes	$ 8,079,711	
	B. Secondary property taxes		
	(1) 2020-21 levy	27,880,065	
	(2) Prior years' levy [2]	230,000	
	(3) Total secondary property taxes	$ 28,110,065	
	C. Total property taxes collected	$ 36,189,776	
5.	Property tax rates		
	A. City/Town tax rate		
	(1) Primary property tax rate	0.2501	0.2426
	(2) Secondary property tax rate	0.8700	0.8700
	(3) Total city/town tax rate	1.1201	1.1126
	B. Special assessment district tax rates		

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating one special assessment district for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

[1] The estimated Salt River Project voluntary contributions in lieu of taxes has been moved to Schedule C under the General Funds in the amount of $105,585 in 2020-21 and $104,980 in 2021-22 for primary property tax and under the Debt Service Funds in the amount of $367,288 in 2020-21 and $376,475 in 2021-22 for the secondary property tax.

[2] Amount budgeted for Prior Year Primary & Secondary Levies for 2020-21 ($200,000) and 2021-22 ($225,000) are presented under Schedule C, Prior Year Property Tax Collections. Estimated revenue collected for prior year levies is presented above under Section 4, lines A (2) & B (2).

**** Includes actual property taxes collected as of the date the proposed budget was prepared plus estimated property tax collections for the remainder of the fiscal year.***

SCHEDULE B

CITY OF CHANDLER, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2021-22

Source of Revenues	Estimated Revenues 2020-21	Actual* Revenues 2020-21	Estimated Revenues 2021-22
General Fund			
Local Taxes			
Franchise Tax	$ 3,375,000	$ 3,342,100	$ 2,980,000
Transaction Privilege License Tax/Fees	123,470,752	145,018,200	148,278,200
Licenses and Permits			
Miscellaneous License	946,000	735,600	921,000
Building Division Permits	7,220,000	6,560,000	6,540,000
Intergovernmental			
State			
State Sales Tax	23,410,000	27,600,000	28,790,000
State Revenue Sharing	37,000,000	37,000,000	33,500,000
County			
Auto Lieu Tax	10,360,000	11,650,000	12,100,000
Charges for Services			
Engineering Fees	1,436,200	1,417,100	1,369,100
Planning Fees	310,500	275,500	265,500
Public Safety Miscellaneous	5,113,006	4,748,700	5,404,717
Parks & Recreation	3,339,000	1,578,400	2,533,300
Fines and Forfeits			
Library Fines	400,998	282,900	336,200
Court Fines	3,472,910	2,360,300	3,409,300
Interest on Investments			
Interest on Investments	2,629,000	2,641,000	2,316,000
Miscellaneous			
Fixed Leases	129,000	162,900	171,100
Sale of Fixed Assets	125,000	102,000	490,000
Prior Year Property Tax Collections	50,000	65,000	50,000
Salt River Project in Lieu Tax - Primary	105,585	97,118	104,980
Other Receipts	1,326,600	1,222,050	984,350
Total General Fund	$ 224,219,551	$ 246,858,868	$ 250,543,747
Special Revenue Funds			
Forfeiture Fund			
Police Forfeiture Reimbursement	$ 750,000	$ 750,000	$ 750,000
Total Forfeiture Fund	$ 750,000	$ 750,000	$ 750,000
Proposition 400 Fund			
Regional Transportation Sales Tax	$ -	$ 4,109,135	$ 200,000
Total Proposition 400 Fund	$ -	$ 4,109,135	$ 200,000
Highway User Revenue Fund			
HURF Taxes	$ 16,500,000	$ 17,620,100	$ 17,373,409
Interest on Investments	372,000	470,000	415,000
Total Highway User Revenue Fund	$ 16,872,000	$ 18,090,100	$ 17,788,409
Local Transportation Assistance Fund			
HB2565 RPTA Grant Funds	$ 700,000	$ 809,100	$ 673,600
Bus Shelter Revenue	180,000	187,379	153,600
Other Receipts	-	176,330	-
Interest on Investments	75,000	68,000	60,000
Total Local Transportation Assistance Fund	$ 955,000	$ 1,240,809	$ 887,200
Grant Funds			
Grants-In-Aid	$ 5,000,000	$ 10,225,494	$ 57,650,000
Community Development Block Grant	1,925,950	1,975,950	2,065,950
Housing Urban Development	11,192,000	11,450,968	11,917,000
Public Housing Authority	2,541,000	2,541,000	2,671,000
Interest on Investments	163,000	522,000	289,000
Total Grant Funds	$ 20,821,950	$ 26,715,412	$ 74,592,950

Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated revenues for the remainder of the fiscal year.

CITY OF CHANDLER, ARIZONA

Summary by Fund Type of Revenues Other Than Property Taxes

Fiscal Year 2021-22

SOURCE OF REVENUES	ESTIMATED REVENUES 2020-21	ACTUAL* REVENUES 2020-21	ESTIMATED REVENUES 2021-22
Special Revenue Funds - continued			
Expendable Trust Funds			
Museum Fund	$ 200	$ 1,900	$ -
Parks Fund	93,900	59,000	85,900
Library Fund	80,000	80,000	80,000
Interest on Investments	7,000	6,000	6,000
Total Expendable Trust Funds	$ 181,100	$ 146,900	$ 171,900
Total Special Revenue Funds	$ 39,580,050	$ 51,052,356	$ 94,390,459
Debt Service Funds			
Prior Year Property Tax Collections	$ 150,000	$ 230,000	$ 175,000
Salt River Project in Lieu Tax - Secondary	367,288	337,835	376,475
Interest on Investments	185,000	116,000	169,500
Total Debt Service Funds	$ 702,288	$ 683,835	$ 720,975
Capital Projects Funds			
System Development Fees			
Water	$ 6,081,500	$ 5,815,300	$ 6,180,300
Wastewater	6,866,900	7,998,600	8,515,900
Parks	1,937,900	1,946,300	2,077,200
Library	56,300	93,600	100,000
Public Building Impact Fees	145,000	172,600	184,300
Public Safety - Police	320,400	209,900	224,000
Public Safety - Fire	471,600	359,700	384,000
Arterial Streets	4,133,600	4,160,200	4,440,700
Capital Replacement	368,539	368,539	386,060
Vehicle Replacement	2,948,444	2,948,444	2,654,229
Sale of Fixed Assets	300,000	206,246	300,000
Other Receipts	250,100	2,399,043	100
Capital Grants	27,943,852	10,850,162	14,700,224
In-House/Municipal Arts	57,400	57,500	115,400
Interest on Investments	2,279,000	2,575,000	2,310,800
Total Capital Project Funds	$ 54,160,535	$ 40,161,134	$ 42,573,213
Enterprise Funds			
Water Services	$ 52,182,300	$ 56,003,500	$ 55,516,831
Reclaimed Water Services	1,769,200	1,750,000	1,800,000
Wastewater Services	63,819,361	55,708,648	63,967,371
Solid Waste Services	17,026,178	17,314,005	17,732,000
Airport Services	1,010,900	918,759	887,900
Interest on Investments	3,269,000	3,058,000	2,755,000
Total Enterprise Funds	$ 139,076,939	$ 134,752,912	$ 142,659,102
Internal Service Funds			
Self-Insurance	$ 29,763,700	$ 29,327,353	$ 30,048,700
Interest on Investments	891,000	1,016,000	724,000
Total Internal Service Funds	$ 30,654,700	$ 30,343,353	$ 30,772,700
Total All Funds	$ 488,394,063	$ 503,852,458	$ 561,660,196

Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated revenues for the remainder of the fiscal year.

CITY OF CHANDLER, ARIZONA
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2021-22

Fund	Other Financing 2021-22 Sources [1]	Other Financing 2021-22 <Uses>	Interfund Transfers 2021-22 In	Interfund Transfers 2021-22 <Out>
General Fund				
General Fund	$ -	$ -	$ 8,521,086	$ 64,861,581
Total General Fund	$ -	$ -	$ 8,521,086	$ 64,861,581
Special Revenue Funds				
Proposition 400	$ -	$ -	$ -	$ 200,000
Highway User Revenue	-	-	-	127,279
Local Transportation Assistance	-	-	-	1,933
Housing	-	-	285,000	-
Total Special Revenue Funds	$ -	$ -	$ 285,000	$ 329,212
DEBT SERVICE FUNDS				
General Obligation Debt Service	$ -	$ -	$ 10,000,000	$ -
Total Special Debt Service Funds	$ -	$ -	$ 10,000,000	$ -
Capital Projects Funds				
General Government Capital Project	$ -	$ -	$ 55,002,615	$ -
Computer Replacement	-	-	3,837,922	-
Park Impact Funds	-	-	-	1,494,681
Parks Bonds	4,700,000	-	-	-
Library Impact Fund	-	-	-	255,319
Public Building Impact Funds	-	-	-	250,000
Public Safety Bonds - Police	660,000	-	-	-
Public Safety Bonds - Fire	6,320,000	-	-	-
Public Safety Impact Funds - Fire	-	-	-	700,000
Street Bonds	22,900,000	-	200,000	
Street Arterial Impact Funds	-	-	-	8,250,000
Water Bonds	20,450,000	-	-	-
Reclaimed Water Bonds	3,500,000	-	-	3,900,000
Wastewater Bonds	1,350,000	-	-	-
Wastewater Impact Funds	-	-	-	7,200,000
Storm Sewers Bond Funds	580,000	-	-	-
Total Capital Projects Funds	$ 60,460,000 [1]	$ -	$ 59,040,537	$ 22,050,000
Enterprise Funds				
Water Operating	$ -	$ -	$ 3,900,000	$ 3,670,562
Reclaimed Water Operating	-	-	-	84,662
Wastewater Operating	-	-	7,200,000	2,641,264
WW Industrial Process Treatment	-	-	-	472,625
Solid Waste Operating	-	-	-	1,091,752
Airport Operating	-	-	3,415,420	116,590
Total Enterprise Funds	$ -	$ -	$ 14,515,420	$ 8,077,455
Internal Service Funds				
Self-Insurance Fund	$ -	$ -	$ 2,979,994	$ 23,789
Total Internal Service Funds	$ -	$ -	$ 2,979,994	$ 23,789
Total All Funds	$ 60,460,000 [1]	$ -	$ 95,342,037	$ 95,342,037

[1] Sources are from bonds.

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2021-22

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21	Budgeted Expenditures/ Expenses 2021-22
General Fund				
City Clerk	$ 926,189	$ 23,918	$ 910,580	$ 1,197,666
City Magistrate	4,684,074	(25,776)	4,342,812	4,996,699
City Manager	16,974,092	758,659	16,123,164	17,706,595
Communications and Public Affairs	2,615,430	338,438	2,579,700	2,888,741
Community Services	26,794,778	1,388,250	26,714,943	27,604,362
Cultural Development	3,634,295	162,575	3,703,345	3,779,431
Development Services	9,113,629	376,533	8,666,481	9,465,361
Fire	38,895,433	1,695,448	40,732,892	38,237,224
Information Technology	11,792,184	1,568,656	12,419,964	12,631,421
Law	3,884,306	37,360	3,894,250	3,915,729
Management Services	8,075,928	105,348	7,556,549	8,211,540
Mayor and Council	1,021,237	3,223	994,250	1,041,711
Neighborhood Resources	3,556,968	480,334	3,602,554	4,036,275
Non-Departmental	23,840,567	(2,148,858)	16,983,679	33,652,628
Police	77,989,907	1,914,270	77,790,842	79,309,326
Public Works & Utilities	10,222,104	1,535,186	11,392,679	10,834,092
Contingency\Reserves	72,971,106	(49,596,651)	-	47,176,300
Total General Fund	$ 316,992,227	$ (41,383,087)	$ 238,408,684	$ 306,685,101
Special Revenue Funds				
Police Forfeiture Fund				
Police	$ 750,000	$ -	$ 285,000	$ 750,000
Contingency\Reserves	29,000	-	-	22,000
Highway Users Revenue Fund				
Development Services	736,393	6,251	655,610	721,506
Public Works & Utilities	17,337,002	742,540	9,926,617	21,427,934
Non-Departmental	118,700	(40,897)	-	181,400
Contingency\Reserves	3,888,000	(908,000)	-	1,532,000
Local Transportation Assistance Fund				
City Manager	1,256,822	35,225	488,088	2,064,697
Public Works & Utilities	881,572	(250)	22,949	122,498
Non-Departmental	200	-	-	200
Contingency\Reserves	1,015,000	(14,750)	-	54,000
Grants In Aid				
City Magistrate	-	16,693	17,979	-
City Manager	-	10,236,404	10,236,404	-
Community Services	-	281,054	104,258	-
Fire	-	617,253	375,001	-
Information Technology	-	7,700,000	7,700,000	-
Law	-	12,300	12,300	-
Neighborhood Resources	-	12,880,332	7,728,956	-
Non-Departmental	-	750,000	500,000	-
Police	54,257	2,240,500	1,360,133	56,464
Contingency\Reserves	5,000,000	4,920,012	-	74,762,956
Community Development Block Grant				
Neighborhood Resources	2,141,114	302,532	2,443,646	1,975,325
Non-Departmental	5,900	(91)	-	-
Contingency\Reserves	270,000	(270,000)	-	308,000
Housing and Urban Development				
Non-Departmental	12,100	(12,051)	-	36,200
Neighborhood Resources	13,816,444	124,763	10,641,207	17,588,313
Contingency\Reserves	645,720	(109,368)	-	361,081
Expendable Trust Funds				
Community Services	161,862	-	64,109	209,536
Cultural Development	52,910	-	44,000	46,210
Contingency\Reserves	20,197	-	-	12,000
Total Special Revenue Funds	$ 48,193,193	$ 39,510,452	$ 52,606,257	$ 122,232,320

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2021-22

Fund/Department	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21	Budgeted Expenditures/ Expenses 2021-22
Debt Service Funds				
General Obligation Debt Svc	$ 27,135,385	$ -	$ 27,135,385	$ 40,144,916
Contingency\Reserves	1,835,030	-	-	334,584
Total Debt Service Funds	$ 28,970,415	$ -	$ 27,135,385	$ 40,479,500
Capital Projects Funds				
City Manager	$ 10,359,523	$ 318,845	$ 777,538	$ 13,726,373
Community Services	25,307,386	(3,097,698)	2,660,067	25,165,221
Cultural Development	1,887,634	(201,825)	258,638	2,186,497
Development Services	-	-	-	4,254,992
Fire	6,310,244	(2,336,892)	3,133,277	8,525,075
Information Technology	7,192,303	(427,300)	925,466	7,711,619
Management Services	-	-	-	58,800
Non-Departmental	14,065,414	545,927	5,987,323	11,213,817
Police	7,696,211	1,162,302	2,953,412	9,873,956
Public Works & Utilities	195,745,206	(1,109,122)	42,337,329	180,277,256
Contingency\Reserves	26,722,327	6,388,284	-	5,179,007
Total Capital Projects Funds	$ 295,286,248	$ 1,242,521	$ 59,033,050	$ 268,172,613
Enterprise Funds				
City Manager	$ 2,649,652	$ 47,722	$ 1,282,411	$ 3,968,489
Information Technology	1,347,515	-	-	1,445,391
Non-Departmental	1,374,000	39,564	750,000	1,712,700
Public Works & Utilities	147,499,115	7,085,723	78,816,548	171,685,780
Contingency\Reserves	16,680,528	(8,260,985)	-	65,204,625
Debt Service	32,584,275	-	32,584,275	33,609,009
Total Enterprise Funds	$ 202,135,085	$ (1,087,976)	$ 113,433,234	$ 277,625,994
Internal Service Funds				
Self Insurance				
City Manager	$ 1,568,962	$ 368,533	$ 1,391,550	$ 1,578,610
Law	5,851,999	238,723	5,712,081	6,066,777
Management Services	1,239,398	69,134	889,625	1,239,603
Non-Departmental	27,913,100	2,514,886	27,660,189	30,561,900
Contingency\Reserves	3,186,302	(1,473,186)	-	3,431,920
Total Internal Service Funds	$ 39,759,761	$ 1,718,090	$ 35,653,445	$ 42,878,810
Total All Funds	$ 931,336,929	$ -	$ 526,270,055	$ 1,058,074,338

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared plus estimated expenditures/expenses for the remainder of the fiscal year.

SCHEDULE E (2 OF 2)

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2021-22

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21*	Budgeted Expenditures/ Expenses 2021-22
City Clerk				
General Fund	$ 926,189	$ 23,918	$ 910,580	$ 1,197,666
Department Total	$ 926,189	$ 23,918	$ 910,580	$ 1,197,666
City Magistrate				
General Fund	$ 4,684,074	$ (25,776)	$ 4,342,812	$ 4,996,699
Special Revenue Fund - Grant	-	16,693	17,979	-
Department Total	$ 4,684,074	$ (9,083)	$ 4,360,791	$ 4,996,699
City Manager				
General Fund	$ 16,974,092	$ 758,659	$ 16,123,164	$ 17,706,595
Special Revenue Fund - LTAF	1,256,822	35,225	488,088	2,064,697
Special Revenue Fund - Grants	-	10,236,404	10,236,404	-
Capital Fund - Gen Gov't Capital Proj	4,200,955	(639,484)	389,684	8,889,998
Capital Fund - Equip/Tech/Fleet	-	-	-	168,400
Capital Fund - Grants	6,153,362	958,329	382,648	4,592,835
Capital Fund - Bonds	5,206	-	5,206	75,140
Enterprise Fund - Water	14,000	-	-	14,000
Enterprise Fund - Airport	2,635,652	47,722	1,282,411	3,954,489
Internal Service Fund - Self Insurance	1,568,962	368,533	1,391,550	1,578,610
Department Total	$ 32,809,051	$ 11,765,388	$ 30,299,155	$ 39,044,764
Communications and Public Affairs				
General Fund	$ 2,615,430	$ 338,438	$ 2,579,700	$ 2,888,741
Department Total	$ 2,615,430	$ 338,438	$ 2,579,700	$ 2,888,741
Community Services				
General Fund	$ 26,794,778	$ 1,388,250	$ 26,714,943	$ 27,604,362
Special Revenue Fund - Grants	-	281,054	104,258	-
Special Revenue Fund - Trust	161,862	-	64,109	209,536
Capital Fund - Gen Gov't Capital Proj	5,376,312	(838,487)	590,165	5,414,660
Capital Fund - Equip/Tech/Fleet	-	-	-	248,600
Capital Fund - Grants	1,996,738	(730,622)	111,431	1,804,685
Capital Fund - Bonds	11,377,098	(2,098,837)	1,897,642	11,280,619
Capital Fund - Impact Funds	6,557,238	570,248	60,829	6,416,657
Department Total	$ 52,264,026	$ (1,428,394)	$ 29,543,377	$ 52,979,119
Cultural Development				
General Fund	$ 3,634,295	$ 162,575	$ 3,703,345	$ 3,779,431
Special Revenue Fund - Trust	52,910	-	44,000	46,210
Capital Fund - Gen Gov't Capital Proj	984,540	(180,096)	145,995	1,337,385
Capital Fund - Grants	286,684	(6,518)	83,810	196,356
Capital Fund - Municipal Art	512,385	-	27,000	650,000
Capital Fund - Bonds	104,025	(15,211)	1,833	2,756
Department Total	$ 5,574,839	$ (39,250)	$ 4,005,983	$ 6,012,138
Development Services				
General Fund	$ 9,113,629	$ 376,533	$ 8,666,481	$ 9,465,361
Special Revenue Fund - HURF	736,393	6,251	655,610	721,506
Capital Fund - Gen Gov't Capital Proj	-	-	-	1,335,092
Capital Fund - Equip/Tech/Fleet	-	-	-	201,700
Capital Fund - Grants	-	-	-	715,737
Capital Fund - Bonds	-	-	-	2,002,463
Department Total	$ 9,850,022	$ 382,784	$ 9,322,091	$ 14,441,859

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2021-22

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21*	Budgeted Expenditures/ Expenses 2021-22
Fire				
General Fund	$ 38,895,433	$ 1,695,448	$ 40,732,892	$ 38,237,224
Special Revenue Fund - Grants	-	617,253	375,001	-
Capital Fund - Gen Gov't Capital Proj	868,337	(26,711)	1,551	1,828,075
Capital Fund - Equip/Tech/Fleet	5,325,735	(2,194,009)	3,131,726	-
Capital Fund - Bonds	63,049	(63,049)	-	6,697,000
Capital Fund - Impact Funds	53,123	(53,123)	-	-
Department Total	$ 45,205,677	$ (24,191)	$ 44,241,170	$ 46,762,299
Information Technology				
General Fund	$ 11,792,184	$ 1,568,656	$ 12,419,964	$ 12,631,421
Special Revenue Fund - Grants	-	7,700,000	7,700,000	-
Capital Fund - Gen Gov't Capital Proj	7,192,303	(427,300)	925,466	7,683,619
Capital Fund - Equip/Tech	-	-	-	28,000
Enterprise Fund - Water	644,393	-	-	684,694
Enterprise Fund - Wastewater	487,452	-	-	523,915
Enterprise Fund - Solid Waste	207,994	-	-	225,266
Enterprise Fund - Airport	7,676	-	-	11,516
Department Total	$ 20,332,002	$ 8,841,356	$ 21,045,430	$ 21,788,431
Law				
General Fund	$ 3,884,306	$ 37,360	$ 3,894,250	$ 3,915,729
Special Revenue Fund - Grants	0	12,300	12,300	-
Internal Service Fund - Self Insurance	5,851,999	238,723	5,712,081	6,066,777
Department Total	$ 9,736,305	$ 288,383	$ 9,618,631	$ 9,982,506
Management Services				
General Fund	$ 8,075,928	$ 105,348	$ 7,556,549	$ 8,211,540
Capital Fund - Equip/Tech/Fleet	-	-	-	58,800
Internal Service Fund - Self Insurance	91,398	569	91,400	93,652
Internal Service Fund - Uninsured Liability	1,148,000	68,565	798,225	1,145,951
Department Total	$ 9,315,326	$ 174,482	$ 8,446,174	$ 9,509,943
Mayor and Council				
General Fund	$ 1,021,237	$ 3,223	$ 994,250	$ 1,041,711
Department Total	$ 1,021,237	$ 3,223	$ 994,250	$ 1,041,711

CITY OF CHANDLER, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2021-22

Department/Fund	Adopted Budgeted Expenditures/ Expenses 2020-21	Expenditure/ Expense Adjustments Approved 2020-21	Actual Expenditures/ Expenses 2020-21*	Budgeted Expenditures/ Expenses 2021-22
Neighborhood Resources				
General Fund	$ 3,556,968	$ 480,334	$ 3,602,554	$ 4,036,275
Special Revenue Fund - Grants	15,957,558	13,307,627	20,813,809	19,563,638
Department Total	$ 19,514,526	$ 13,787,961	$ 24,416,363	$ 23,599,913
Non-Departmental - Includes Contingencies				
General Fund	$ 96,811,673	$ (51,745,509)	$ 16,983,679	$ 80,828,928
Special Revenue Fund - Police Forfeiture	29,000	-	-	22,000
Special Revenue Fund - HURF	4,006,700	(948,897)	-	1,713,400
Special Revenue Fund - LTAF	1,015,200	(14,750)	-	54,200
Special Revenue Fund - Grants	5,933,720	5,278,502	500,000	75,468,237
Special Revenue Fund - Trust	20,197	-	-	12,000
Debt Service - General Obligation	1,835,030	-	-	334,584
Capital Fund - Gen Gov't Capital Proj	8,712,143	1,581,242	552,344	8,693,082
Capital Fund - Equip/Tech/Fleet	9,067,271	417,816	5,434,979	5,072,712
Capital Fund - Municipal Art	23,000	-	-	51,000
Capital Fund - Bonds	4,614,467	(1,803,384)	-	33,599
Capital Fund - Impact/System Dev	18,370,860	6,738,537	-	2,542,431
Enterprise Fund - Water	8,948,660	(3,816,434)	345,000	11,688,600
Enterprise Fund - Reclaimed Water	432,300	12,160	-	229,400
Enterprise Fund - Wastewater	7,276,550	(3,914,980)	285,000	52,534,800
Enterprise Fund - Solid Waste	1,320,918	(464,567)	120,000	2,243,800
Enterprise Fund - Airport	76,100	(37,600)	-	220,725
Internal Service Fund - Self Insurance	30,520,602	1,110,265	27,660,189	33,394,400
Internal Service Fund - Uninsured Liability	578,800	(68,565)	-	599,420
Department Total	$ 199,593,191	$ (47,676,164)	$ 51,881,191	$ 275,737,318
Police				
General Fund	$ 77,989,907	$ 1,914,270	$ 77,790,842	$ 79,309,326
Special Revenue Fund - Police Forfeiture	750,000	-	285,000	750,000
Special Revenue Fund - Grants	54,257	2,240,500	1,360,133	56,464
Capital Fund - Gen Gov't Capital Proj	6,115,613	(208,636)	1,247,539	7,136,438
Capital Fund - Equip/Tech/Fleet	1,532,800	1,387,901	1,705,873	1,668,683
Capital Fund - Bonds	47,798	(16,963)	-	1,068,835
Department Total	$ 86,490,375	$ 5,317,072	$ 82,389,387	$ 89,989,746
Public Works & Utilities				
General Fund	$ 10,222,104	$ 1,535,186	$ 11,392,679	$ 10,834,092
Special Revenue Fund - HURF	17,337,002	742,540	9,926,617	21,427,934
Special Revenue Fund - LTAF	881,572	(250)	22,949	122,498
Capital Fund - Gen Gov't Capital Proj	17,724,094	867,553	5,754,727	12,684,266
Capital Fund - Equip/Tech/Fleet	184,480	-	-	331,500
Capital Fund - Grants	46,111,535	4,473,597	10,572,996	37,336,626
Capital Fund - Bonds	84,523,695	(3,749,160)	20,460,203	89,816,001
Capital Fund - Impact Fee	47,201,402	(2,701,112)	5,549,403	40,108,863
Enterprise Fund - Water	43,969,989	1,469,930	32,437,785	43,843,428
Enterprise Fund - Reclaimed Water	1,527,203	202,153	1,649,174	1,536,178
Enterprise Fund - Wastewater	85,995,008	5,394,838	28,879,789	109,603,437
Enterprise Fund - Solid Waste	16,006,915	18,802	15,849,800	16,702,737
Department Total	$ 371,684,999	$ 8,254,077	$ 142,496,122	$ 384,347,560
Debt Service				
Debt Service - General Obligation	$ 27,135,385	$ -	$ 27,135,385	$ 40,144,916
Enterprise Fund - Water	13,876,087	-	13,876,087	14,663,089
Enterprise Fund - Wastewater	18,708,188	-	18,708,188	18,945,920
Department Total	$ 59,719,660	$ -	$ 59,719,660	$ 73,753,925
Total All Departments	$ 931,336,929	$ -	$ 526,270,055	$ 1,058,074,338

CITY OF CHANDLER, ARIZONA
Full-Time Employees and Personnel Compensation
Fiscal Year 2021-22

Fund	Full-Time Equivalent (FTE) 2022	Employee Salaries and Hourly Costs 2022	Retirement Costs 2022	Healthcare Costs 2022	Other Benefit Costs 2022	Total Estimated Personnel Compensation 2022
General Fund	1,390.729	$ 122,824,274	$ 51,558,198	$ 17,680,158	$ 13,175,284	= $ 205,237,914
Special Revenue Funds						
Highway Users Revenue Fund	49.000	$ 3,100,440	404,314	564,914	354,921	= $ 4,424,589
Grant Fund	0.729	41,390	5,553	5,885	3,636	56,464
Community Dev Block Grant	6.292	362,558	48,092	61,629	36,685	508,964
PHA Family Sites	6.150	396,397	48,771	68,180	39,372	552,720
PHA Elderly & Scattered Sites	3.950	264,604	31,277	58,040	24,285	378,206
PHA Management	5.400	490,657	63,025	63,688	43,857	661,227
PHA Family Self Suffiiency	2.000	128,323	16,623	16,047	10,838	171,831
PHA Section 8	3.500	223,491	27,489	51,359	20,551	322,890
PHA Capital Fund Program	-	20,677	827	1,034	1,770	24,308
Museum Trust	-	1,036	42	52	80	1,210
Parks and Recreation Trust	-	4,207	168	210	451	5,036
Total Special Revenue Funds	77.021	$ 5,033,780	$ 646,181	$ 891,038	$ 536,446	= $ 7,107,445
Internal Service Funds						
Workers Comp. Self Insurance	4.550	$ 354,202	46,859	59,744	30,110	= $ 490,915
Insured Liaibilty Self Insurance	4.000	371,885	49,154	19,346	30,843	471,228
Uninsured Liaibility Self Ins.	5.000	417,651	55,436	54,367	40,811	568,265
Short Term Disability Self Ins.	0.400	32,126	4,253	3,763	227,710	267,852
Medical Self Insurance	4.000	358,284	47,178	43,591	347,746	796,799
Total Internal Service Funds	17.950	$ 1,534,148	$ 202,880	$ 180,811	$ 677,220	= $ 2,595,059
Capital Projects Funds						
In-House Capital Fund	5.550	$ 533,914	72,272	76,791	53,700	= $ 736,677
Total Capital Projects Funds	5.550	$ 533,914	$ 72,272	$ 76,791	$ 53,700	= $ 736,677
Enterprise Funds						
Water Operating	96.250	$ 7,206,197	937,214	1,256,981	753,163	= $ 10,153,555
Reclaimed Water Operating	4.500	314,605	40,984	61,221	34,524	451,334
Wastewater Operating	64.550	4,805,919	622,595	819,057	498,152	6,745,723
WW Industrial Process Treatment	17.000	1,281,126	163,790	163,798	138,331	1,747,045
Solid Waste Operating	22.200	1,327,340	172,450	294,051	130,611	1,924,452
Airport Operating	7.000	553,523	72,657	29,302	61,927	717,409
Total Enterprise Funds	211.500	$ 15,488,710	$ 2,009,690	$ 2,624,410	$ 1,616,708	= $ 21,739,518
Total All Funds	1,702.750	$ 145,414,826	$ 54,489,221	$ 21,453,208	$ 16,059,358	= $ 237,416,613