

# C19-1039-3

## SERVICE AGREEMENT NO.

This License Agreement ("Agreement" or "Contract") is made and entered into on the date the last party signs this Agreement (the "Effective Date") by and between Sojourner Center, an Arizona charitable corporation ("Licensee" or "Contractor" or "Sojourner Center"), and the City of Glendale, a municipal corporation of the State of Arizona, ("City" or "City Court"). Licensee or Contractor, and City or City Court are sometimes referred to in this Agreement, individually as "Party" or collectively as the "Parties."

## RECITALS

**WHEREAS**, the Presiding Judge of the Glendale City Court is authorized by the provisions of the City Charter to execute agreements for professional services.

**WHEREAS**, the Court desires to facilitate the availability of appropriate services to parties in protective order cases at the Glendale City Court.

**WHEREAS**, Licensee is a non-profit agency that will provide these professional services at no cost to the recipients of such services or to the Glendale City Court.

**WHEREAS**, Licensee possesses the skills and expertise necessary to provide such services as specified in this Agreement as desired by the Court.

**NOW, THEREFORE**, it is agreed by and between the Parties as follows:

## TERMS AND CONDITIONS

1. Permission is hereby granted to Licensee to enter upon and use the following described City owned space for the purpose of providing appropriate services to parties in protective order cases at the Glendale City Court. The space is located at:

Order of Protection Office  
Glendale City Court

2. The exercise of any of the privileges granted is subject to and constitutes acceptance of the conditions of this Agreement.

3. Sojourner Center agrees to provide the following services to parties in protective order cases:

- a. Provide a legal advocate for 16 hours per week, contingent on continued funding from Sojourner Center, who will provide:
  - Emergency civil legal assistance for parties in protective order cases who are seeking protective orders.
  - Provide assistance filing for protective orders, court accompaniment and support, safety planning, information and referrals.
- b. Maintain service records in accordance with applicable contract requirements.
  - Maintain appropriate liability and workers' compensation Insurance.

4. City Court will:

- a. Provide a space for the services to be provided, contingent on the availability of space, and continued approval by the Chief Presiding Judge of the Glendale City Court.

- b. Provide necessary office equipment, including a telephone and office furniture.
  - c. Ensure that there is adequate support staff to maintain the clerical functions associated with Orders of Protection.
  - d. Refer victims of alleged criminal charges classified as "domestic violence" to the Prosecutor's Office Victim Advocate.
5. Both Parties will communicate to ensure coordination and effective provision of services.
6. Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either:(1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid, as follows

If to Licensee, to one or both of the following:

Julie Peterson, Co-Director  
Post Office Box 20156 Phoenix,  
Arizona 85036 Telephone: 602-  
244-0997  
Email: infor@sojournercenter.org

Bailey DeRoest, Co-Director  
Post Office Box 20156  
Phoenix, Arizona 85036  
Telephone: (602) 506-5562  
Email: info@sojournercenter.org

If to City:  
Lynn Brown, Court Administrator  
5711 W. Glendale Ave.  
Glendale, AZ 85301  
Telephone: (623)930-2417  
Email: lbrown@courts.az.gov

7. Licensee shall be responsible for its own security of office furnishings, equipment, cash, and any other items located in the office space.
8. **Term of Agreement**- This Agreement becomes binding on the Parties on the Effective Date provided above and the duration is for three (3) years, with two one (1) year options to be exercised if the City decides to exercise such options in the City's best interests and in the City's sole discretion.
9. **No Oral Alterations** - No alteration or variation of the terms of this Agreement will be binding on the Parties unless such alteration or variation is in writing and signed by the authorized representatives of each of the Parties. Any asserted oral understanding or agreement, not incorporated in this Agreement, will be binding on either of the Parties.
10. **Non-Exclusive Contract** - This Agreement does not establish an exclusive dealings business relationship between the Parties. City reserves the right to obtain like services from another source at

its convenience.

11. **Non-Assignability** - This Agreement is a services agreement and Licensee shall have no power to assign its rights and obligations hereunder without the prior written consent of City. Any attempt to assign, without such prior written consent, shall be void.

12. **Professional Competency** - Licensee represents that it is familiar with the nature and extent of this Agreement, the services to be performed hereunder, and any conditions that may affect its performance. Licensee further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services. Licensee agrees that the services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Licensee's profession currently practicing in the same industry under similar conditions.

13. **Employment Disclaimer**- This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no individual performing under this Agreement on behalf of Licensee will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules shall accrue to such individual. Licensee shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individual and shall save and hold harmless the City with respect thereto.

14. **Indemnification of City** - Licensee shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury(including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Licensee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Licensee from and against any and all claims. It is agreed that Licensee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Licensee agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by Licensee for the City.

15. **Severability** - If any covenant or provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid or unenforceable, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision, or part thereof, that, in itself, is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.

16. **Counterparts** - To facilitate execution, this Agreement may be executed in as many counterparts as required. All counterparts shall collectively constitute a single agreement.

17. **Implied Contract Terms** - Each and every provision of law and/or any clause required by law to be in this Agreement shall be read and enforced as though it were included, herein, and if through

mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

18. **Termination** - City or Licensee may terminate this Agreement, without cause, upon 30 days prior written notice.

19. **Governing Law/Venue** - This Agreement shall be construed in accordance with the laws of the State of Arizona; however, Arizona's Choice of Law Rules are agreed by the Parties as inapplicable. Any judicial enforcement of the terms and conditions of this Agreement shall be in a court of competent jurisdiction in Maricopa County, Arizona.

20. **Compliance with Laws** - Licensee shall comply with all existing and subsequently enacted federal, state, and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. Licensee agrees that all of its employees performing services under this Agreement are familiar with and will comply with Rule 31 (Regulation of the Practice of Law) and Section VI (Unauthorized Practice of Law), Rules 75 through 80 of the Rules of the Supreme Court of Arizona.

21. **Additional Requirements**- The Parties agree to the additional requirements, i.e., the Supplemental Terms and Conditions as set forth in Attachment A

22. **Insurance-Licensee** shall deliver to the City, prior to commencement of the Services provided under this Agreement, a certificate of insurance acceptable to the City in the amounts and form specified in Attachment B. Failure of Licensee to maintain insurance during the term of the Agreement, including renewal options, is a material breach and may result in immediate termination of this Agreement without notice. Insurance requirements are subject to periodic review and adjustment by the City.

23. **Captions and Titles**- The captions and titles of the sections of this Agreement are for convenience only and do not define or limit the contents of this Agreement.

**Remainder of page intentionally left blank; Signatures follow**



**Attachment A**

**SUPPLEMENTAL TERMS AND CONDITIONS**

**A. EQUAL EMPLOYMENT OPPORTUNITY AND PAY**

**1. IF CONTRACTOR HAS 35 EMPLOYEES OR FEWER:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, without limitation, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Contractor agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled, and union labor, or involve performance of any such laborer services in connection with this Agreement.

**2. IF CONTRACTOR HAS MORE THAN 35 EMPLOYEES:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishings killed, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

**B. CONFLICT OF INTEREST**

**1. CONTRACT SOLICITATION FOR GAIN PROHIBITED:** Contractor warrants that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Glendale City Council or any employee of the City has any financial interest in Contractor.

Upon breach of this warranty, City will have the right to terminate this Agreement without liability, including any such commission, percentage, brokerage, or contingent fee.

**2. TERMINATION UPON CONTRACTOR CONFLICT OF INTEREST:** City reserves the right to immediately terminate this Agreement in the event that City determines that Contractor has an actual or apparent conflict of interest.

**3. GRATUITIES PROHIBITED:** Upon a finding by City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City for the purpose of securing this Agreement, City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement. In the event of such termination, City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

**4. CANCELLATION PURSUANT TO A.R.S. § 38-511:** This Agreement is subject to the requirements of A.R.S. § 38-511, allowing for contract cancellation if any person on behalf of City, significantly involved in initiating, negotiating, securing, drafting, or creating this Contract, is an employee, or agent of Contractor.

### **C. LAWFUL PRESENCE REQUIREMENT**

Pursuant to A.R.S. §§ 1-501 and -502, the City of Glendale is prohibited from contracting with any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This is inapplicable to fictitious entities such as corporations, partnerships, and limited liability companies.

### **D. LEGAL WORKER REQUIREMENTS: CITY'S RIGHT TO AUDIT**

**1. GOVERNMENTAL E-VERIFY REQUIREMENT:** City is prohibited by Arizona Revised Statutes ("A.R.S.") § 41-4401 from contracting with any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

**a. EMPLOYMENT ELIGIBILITY WARRANTY:** Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations relating to their employees and their compliance with A.R.S. § 23-214, subsection A.

**b. BREACH OF EMPLOYMENT ELIGIBILITY WARRANTY:** A breach of the Employment Eligibility Warranty, herein, will be deemed a material breach of this Agreement and subject to penalties up to, and including, termination of this Agreement.

**c. CITY'S RIGHT TO AUDIT:** City retains the legal right to audit Contractor, or Contractor's subcontractor employee(s) that provide work or Services under this Agreement to ensure that Contractor, or Contractor's subcontractors are complying with the Employment Eligibility Warranty, herein. Upon audit, Contractor agrees that City, upon request, can inspect Contractor's and/or Contractor's subcontractor's relevant business documents to establish compliance with the above warranty.

## **E. CONFIDENTIALITY AND DATA SECURITY**

**1. DISCLOSURE OF CITY INFORMATION:** All City data, regardless of form, including originals, images, and reproductions ("City Information") transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by City. Except as specifically provided in this Agreement, Contractor will neither disclose any City Information to any third person, to include any organization or entity, nor will Contractor use for profiting any City Information without the prior written consent of the City Manager, or the City Manager's designee.

**2. REQUIREMENT TO SAFEGUARD CITY INFORMATION:** To the extent Contractor has access to any personal identifying information, financial account information, or restricted City Information, whether existing in electronic format or hard copy, such information must be secured and protected at all times to avoid unauthorized access. At a minimum, and for electronic files containing this information, Contractor must encrypt and/or password protect these electronic files, where electronic files includes information 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.

**3. COMPROMISE OF CITY INFORMATION:** In the event that data collected or obtained by Contractor in connection with this Agreement, or if any City Information is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse City for any costs incurred by City to investigate the potential breach, and where applicable, the cost of notifying individuals possibly impacted by the breach.

**4. SUBCONTRACTORS; IRREPARABLE HARM; TERMINATION:** It is agreed by Contractor that all requirements of this Section will be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this section will be deemed to cause irreparable harm justifying injunctive relief in court. A violation of this section may result in immediate termination of this Agreement without notice.

**5. SURVIVABILITY:** Contractor's obligations under this section will survive the termination of this Agreement.

## **F. LICENSEE WORKER BACKGROUND SCREENING**

**A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING.**

Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening as set forth in this section (collectively "Background Screening") at Contractor's sole cost and expense. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this paragraph are merely the minimum that are required for this Agreement. The City in no way warrants that these requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement and further, the City in no way warrants or indemnifies Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent

and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

**1. BACKGROUND SCREENING STANDARD RISKLEVEL:** The risk level and Background Screening required for this Agreement is "standard risk." A standard risk Background Screening will be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information, or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours.

The Background Screening for standard risk shall consist of the following:

(a) the screening required by Arizona Revised Statutes § 41-4401 to verify legal Arizona worker status (e-verify and verification of employment eligibility); and

(b) a background check for real identity/legal name and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

**2. CONTRACTOR RESPONSIBILITIES:** Contractor will be responsible for (a) determining whether (a) Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; (b) for reviewing the results of the background check every five years; (c) to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and (d) for submitting to City (the City Court) the list of qualified Contract Workers.

**3. CONTRACTOR CERTIFICATION; CITY APPROVAL OF BACKGROUND SCREENING:** By executing this Agreement, Contractor certifies and warrants that it has read the Background Screening requirements and criteria in this section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements.

**4. APPLICABILITY TO ALL CONTRACTOR'S CONTRACTS AND SUBCONTRACTS:** Contractor shall include the terms of this section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

**5. MATERIALITY; INDEMNITY:** The Background Screening requirements of this section are material to City's entry into this Agreement and any breach by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement (section 14, Terms and Conditions), Contractor shall defend, indemnify, and hold harmless the City for any and all Claims (as defined in (section 14, Terms and Conditions) arising out of this section, including, but not limited to, any claims relating to the disqualification of a Contract Worker by Contractor, or the City for failure to satisfy this section.

**6. CONTINUING DUTY; AUDIT:** Contractor's obligations and requirements that Contract Workers satisfy this Background Screening section shall continue throughout the entire term of this Agreement. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this section.

## **G. CONTRACT WORKER ACCESS CONTROLS1 BADGE AND KEY ACCESS REQUIREMENTS**

**1. Contractor will at all times comply with City regarding access to City buildings and properties and identification to allow such access (including, if determined necessary by City, City-issued identification badges). City may at any time create, alter, or cancel its policies relating to Contractor's access to City buildings and identification required by Contractor, so long as City delivers notice of such policy creation, alteration, or cancellation to Contractor in writing. LICENSEE'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH:** Licensee's default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) Contract Worker or Licensee submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (v) Licensee fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.

Licensee acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Licensee agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that Licensee's failure to properly cure any default under this Section shall constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Licensee shall be liable for and shall pay to the City the sum of one thousand dollars (\$1,000.00) for each breach by Licensee of this section. The Parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Licensee breaches this section. Further, the Parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Licensee breaches this section. Moreover, the Parties agree that three (3) breaches by Licensee of this section arising out of any default within a consecutive period of three (3) months, or three (3) breaches by Licensee of this section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement by Licensee and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity, including, but not limited to, termination of this Agreement.

**Attachment 8**

**INSURANCE REQUIREMENTS**

Licensee and subcontractors shall procure and maintain, until all respective obligations have been discharged, including satisfaction of any warranty periods, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by Licensee, Licensee's agents, representatives, employees and/or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained, herein. The City in no way warrants that the minimum requirements are sufficient to protect the Licensee from liabilities that might arise out of the performance of the work under this Contract by the Licensee, Licensee's agents, representatives, employees or subcontractors and Licensee is free to purchase additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Licensee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

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

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

- General Aggregate \$2,000,000
- Products-Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Licensee".

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the City of Glendale.
- b. This requirement shall not apply when a licensee or subcontractor is exempt under A.R.S. § 23- 902(E), AND when the appropriate sole proprietor waiver form(s) is/are executed. Additionally, the Workers' Compensation and Employers' Liability Policy requirement does not apply to any of Contractor's subcontractors that are sole proprietors without any employees. Finally, if Contractor's subcontractors are likewise exempt under A.R.S. § 23-902(E), AND when the appropriate waiver form is executed, the Workers' Compensation and Employers' Liability Policy requirement does not apply to Contractor's subcontractors.

**3. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim Annual	\$1,000,000
Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Licensee 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 (2) years beginning at the time work under this Contract is completed.

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

1. On insurance policies where the City of Glendale is named as an additional insured, the City of Glendale shall be an additional insured to the full limits of liability purchased by the Licensee even if those limits of liability are in excess of those required by this Contract.
2. The Licensee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Licensee must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to:

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Licensee from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Licensee shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contractor to provide evidence of renewal is a material breach of contract.

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

**F. SUBCONTRACTORS:** To the extent that Licensee uses subcontractors, Licensees' certificate(s) shall include all subcontractors as additional insureds under its policies, or licensee shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. MODIFICATION AND APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made and approved by the Glendale City Court, through its legal counsel. All decisions shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

**Attachment C**

INSURANCE CERTIFICATES AND ENDORSEMENTS