

**PROFESSIONAL SERVICES
CONSULTANT AGREEMENT NO. __ 142318--0**

City of Phoenix and Barrett Sports Group, LLC
Sports Facility Consulting Services

THIS AGREEMENT is entered into this 10th day of March, 2016 between the CITY OF PHOENIX, an Arizona municipal corporation "CITY" and Barrett Sports Group, LLC, a limited liability company, authorized to do business in the State of California "CONSULTANT".

RECITALS

Whereas, the City desires to obtain the services that are specifically set forth in this Agreement; and

Whereas, Consultant possesses the skills and expertise necessary to provide such services as desired by the City; and

Whereas, this Agreement is authorized by Formal Action of the City Council dated February 3, 2016; and

NOW, THEREFORE, the parties agree as follows:

SECTION 1: DEFINITIONS

1. "**City**" means the City of Phoenix.
2. "**Phoenix Convention Center**" means the Phoenix Convention Center including the West Building, South Building, North Building, Executive Conference Center and/or Phoenix Convention Center Department.
3. "**Consultant**" means **Barrett Sports Group, LLC** and subcontractors, if any.
4. "**Director**" means the contracting authority for the City of Phoenix, authorized by the City Manager to sign contracts on behalf of the City of Phoenix, Arizona and is the Director of the Phoenix Convention Center Department.
5. "**Deputy Director**" means the Business Services Division Deputy Director of the Phoenix Convention Center as having authority as the senior-level Agreement Administrator.
6. "**Contract Manager**" means Jeremy Legg or Designee, Phoenix Convention Center & Venues, 100 North 3rd Street, Phoenix, AZ 85004-2231. Telephone (602) 534-6451, Fax (602) 744-0490, Cell: (602) 810-8979, E-mail: jeremy.legg@phoenix.gov
7. "**Contract Administrator**" means Celeste Mims, Phoenix Convention Center & Venues, 100 North 3rd Street, Phoenix, AZ 85004-2231. Telephone (602) 495-5307, Fax (602) 744-2862, E-mail: celeste.mims@phoenix.gov.
8. "**Contract**" or "**Agreement**" means this agreement.

9. "**Contract Amendment**" means any modifications to the terms and conditions of the Agreement such as contract amount, due dates, or performance requirements.

SECTION 2: TERM; OPTIONS; GRATUITIES; DEFAULT; AND TERMINATION

1. **Term:** CONSULTANT'S performance under this Agreement will commence on March 10, 2016 and continue through March 9, 2017 unless otherwise terminated as provided herein or upon completion of the services, whichever occurs first.
2. **Option(s):** CITY, acting at its sole option and discretion, may extend this Agreement for 4 additional one-year period(s) covering March 10, 2017 through March 9, 2021. The option to extend this Agreement may be exercised by CITY at any time prior to the expiration of the initial term by giving written notice thereof to CONSULTANT.
3. **Gratuities:** CITY may, by written notice to CONSULTANT, terminate the right of CONSULTANT to continue to perform under this Agreement on 1 calendar day notice (or such other notice as CITY may deem appropriate), if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by CONSULTANT, or any agent or representative of CONSULTANT, to any officer or employee of CITY for the purpose of securing a CITY Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any related determinations. In addition, should such a determination be made, CITY shall be entitled to pursue all of the legal remedies available under the laws of the State of Arizona.
4. **Default:** Should CONSULTANT fail to perform, keep and observe any of the terms, covenants or conditions of this Agreement then CITY shall give CONSULTANT written notice of such default. In the event the default is not remedied by CONSULTANT to CITY'S reasonable satisfaction, within 5 working days of receipt of notice by CONSULTANT, or if the default cannot be cured within 5 working days and CONSULTANT has not commenced to remedy the default, then CONSULTANT may be declared to be in default and all of its rights hereunder terminated immediately or upon such notice as CITY deems appropriate.
5. **Termination:** Except as specified above in Paragraph 3 ("Gratuities") and Paragraph 4 ("Default") and unless otherwise agreed upon in writing by the parties, CITY reserves the right to terminate the service provided under this Agreement, in whole or in part, with or without cause, by giving 10 days prior written notice to CONSULTANT.
 - A. **Notice of Termination:** Termination of work shall be effected by delivery to CONSULTANT of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated, the specific nature of such termination, and date upon which such termination becomes effective.
 - B. **Post-Termination Winding Up:** After receipt of a Notice of Termination, and except as otherwise directed by CITY, CONSULTANT must:
 - a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
 - b) Complete performance of that part of the work that has not been terminated by the Notice of Termination.

- c) Take action that may be necessary, or as CITY may direct, for the protection and preservation of all property related to this Agreement that is in the possession of CONSULTANT.

C. **Post-Termination Compensation:** After first deducting all credits and setoffs to which CITY is entitled, CONSULTANT shall receive payment for previously uncompensated hours and other compensable charges incurred up to and including the date of termination as substantiated by documented reports, receipts, and such other evidence of entitlement as CITY may reasonably require. CITY shall make final payment within 30 calendar days after receipt, verification and acceptance of the final payment request from CONSULTANT together with such necessary supporting documentation as CITY deems appropriate.

SECTION 3: SCOPE OF WORK

1. Overview:

CONSULTANT at its costs shall furnish all labor, equipment, materials, transportation and other associated necessities to provide sports facility consulting services to the CITY for the purpose of assisting the CITY in negotiations, business planning, programming, market feasibility and the evaluation of the downtown arena. CONSULTANT will collaborate with CITY staff, stakeholders, and other consultants to determine the economics and deal structure regarding the downtown arena that is in the best interests of the CITY. CONSULTANT will also help to evaluate the viability and possibility of reusing or redeveloping other related assets. CONSULTANT will create a downtown sports facility deal that will be in the best interest of the CITY and the community. CONSULTANT will also advise the CITY on team ownership, arena operator and league (NBA, NHL, etc.) requirements, and approval processes.

2. Work Requirements:

The services to be performed by the CONSULTANT may include the following:

- a. Provide consulting services to facilitate arena discussions, negotiation, planning and development. Assist CITY staff and representatives in developing strategies and documentation to further sports facility negotiations.
- b. Develop and/or facilitate market demand/economic impact/feasibility study as directed by CITY and assist in the development, review, analysis and communication of such studies and reports.
- c. Assist CITY and its contractors with sports facility site analysis, building specifications, amenities and other programming, design or development recommendations.
- d. Assist CITY in analyzing information provided by professional sports teams and/or other private partners to further negotiations and other CITY goals.
- e. Assist CITY in negotiating term sheet and contract review and development.
- f. Advise CITY on recommended entity structuring relative to sports facility development and operations.

g. Advise CITY on real estate development planning, valuation and negotiations ancillary to sports facility project.

h. Assist CITY in evaluating sports facility value engineering as appropriate.

i. Participate in CITY public and private meetings regarding sports facility development as requested.

j. Assist CITY in evaluating insurance program and/or other mitigation measures to minimize CITY's exposure to sports facility risks.

k. The format and frequency of the submission of reports will be mutually agreed upon by the parties. The CONSULTANT may be required to submit other deliverables which will be determined after contract award. If any reports are prepared by CONSULTANT, the reports are valid only when presented in their entirety and only for the purpose stated therein. It is expressly understood that (a) CONSULTANT's reports, recommendations, analyses and conclusions, if any, do not, in whole or in part, constitute a fairness or solvency opinion and (b) CONSULTANT will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the CITY have any reservations with regard to the estimates, CONSULTANT will discuss them with the CITY before the report is issued. CONSULTANT's reports may not be used, in whole or in part, in any financing document (including but not limited to bond offering or private placement) associated with the proposed project, without the prior written consent of CONSULTANT.

l. Other related professional services as requested by CITY.

m. CONSULTANT may assume, without independent verification, the accuracy of all information and data that the CITY provides to CONSULTANT. All information and data to be supplied will be complete and accurate to the best of the CITY's knowledge. CONSULTANT will use information and data furnished by others if CONSULTANT in good faith believes such information and data to be reliable; however, CONSULTANT shall not be responsible for, and CONSULTANT shall provide no assurance regarding, the accuracy of any such information or data. CONSULTANT shall be providing advice and recommendations to the CITY; however, all decisions in connection with the implementation of such advice and recommendations shall be the CITY's responsibility. CONSULTANT shall have no responsibility for any decisions made by the CITY relating to CONSULTANT's services. CONSULTANT shall have no responsibility for any assumptions provided by the CITY, which assumptions shall be the CITY's responsibility. The reports may include estimates of annual operating results based upon courses of action that the CITY expects to take prior to and during the period under analysis. The CITY is responsible for representations about its plans and expectations and for the disclosure of significant information that might affect the estimated results.

n. To the extent that CONSULTANT utilizes any of its property (including, without limitation, proprietary databases, proprietary information, any hardware or software) in connection with its services, such property shall remain the property of CONSULTANT,

and the CITY shall not acquire any right or interest in such property. CONSULTANT shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization of any works of authorship) in conducting its business, and the CITY shall not assert or cause to be asserted against CONSULTANT or its personnel any prohibition or restraint from so doing. CONSULTANT acknowledges CITY's rights to CONSULTANT's work product as delivered to the CITY pursuant to this Agreement.

3. **Other Information**

Any engineering, architectural, construction, legal and financial advisory services, to the extent needed by the CITY, will be performed under a separate contract and are not a part of the scope of work. The CONSULTANT may be requested by the CITY to provide general advice to the CITY related to the services identified above and the persons to be selected to perform such services.

Subcontracting will be allowed, but the prime consultant will be responsible for performing at least 51% of the work. It is understood that the individuals listed herein are CONSULTANT contractors.

4. **Customer Service**

A high level of professionalism and customer service is a priority for the CITY. CONSULTANT shall provide services in a professional, business-like, and efficient manner, providing the highest level of assistance, service and courtesy to the CITY. Complaints must be responded to quickly and the CITY must be informed of all issues and resolutions. The ability to effectively communicate with CITY staff as well as key stakeholders is a vital component to the CITY's customer service expectations.

CONSULTANT represents and warrants that it shall provide the services in good faith to the best of its abilities. CONSULTANT disclaims all other representations and warranties, whether express, implied or otherwise, including, without limitation, warranties of merchantability and fitness for a particular purpose.

5. **Attendance at Meetings**

CONSULTANT will be required to attend meetings as necessary or requested by the CITY. CONSULTANT shall attend meetings on-time and be prepared with all necessary documentation for the meeting. Unless otherwise approved or directed by the CITY, CONSULTANT will not leave before the meeting is adjourned.

6. **Parking**

CONSULTANT will be responsible for their own parking.

SECTION 4: COMPENSATION AND INVOICES

1. **Compensation:** Total compensation for the term of this Agreement shall not exceed the sum of \$190,000.00, based on the hourly rates set forth in Exhibit 2. Any proposed rate increases will be subject to the approval of the Director. To the extent that CONSULTANT compensation reaches the not to exceed sum of \$190,000.00, CONSULTANT shall not be required to perform any additional services. Any increase in service authorized by the Phoenix Convention Center Department that would result in total compensation in excess of this Agreement amount may require action by City Council and an appropriate Agreement amendment.
2. **Invoices:** Payment will be made in accordance with CITY'S normal business practices. Services provided under this Agreement will be billed to CITY when services are rendered but no more than once a month. CONSULTANT shall submit detailed invoices no later than the 10th day of the month to the Contract Manager for review and approval. Invoices will then be forwarded to the Business Services Division of the Phoenix Convention Center Department.

The CITY will pay the CONSULTANT within 30 days of receipt and verification of invoice, provided that the labor rates and other associated costs do not exceed the labor rates and other associated costs agreed upon by the parties. There will be no prepayment by the CITY to CONSULTANT for any costs. All payments may only be made for actual services rendered.

SECTION 5: INDEMNIFICATION AND INSURANCE

1. **Indemnification Clause:** CONSULTANT shall indemnify, defend, save and hold harmless the City of Phoenix 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 reasonably alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONSULTANT 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 such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CONSULTANT from and against any and all claims as described in this section. It is agreed that CONSULTANT will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the CONSULTANT agrees to waive all rights of subrogation against the CITY, its officers, officials, agents and employees for losses arising from the work performed by the CONSULTANT for the CITY.
2. **Insurance Requirements:** CONSULTANT and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, 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 the CONSULTANT, his agents, representatives, employees or subcontractors.

The insurance requirements as specified in **Exhibit 1** are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The CITY in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that might arise out of the performance of the work under this Contract by the

CONSULTANT, his agents, representatives, employees or subcontractors and CONSULTANT is free to purchase additional insurance as may be determined necessary.

SECTION 6: GENERAL TERMS AND CONDITIONS

1. **Compliance with Laws; Indemnity:** CONSULTANT must comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments, including, but not limited to the Arizona Worker's Compensation Act and all Federal and State tax laws. Because the CONSULTANT will be acting as an independent CONSULTANT, the CITY assumes no responsibility for the CONSULTANT'S acts.

CONSULTANT will indemnify, save, and hold harmless the City of Phoenix from all loss, cost and damage by any reason of any violation of the provisions of this paragraph and from any liability including, but not limited to fines, penalties, and other costs arising therefrom.

2. **Federal – State – City Excise Taxes:** The City of Phoenix is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales or leases to the City are not exempt from State of Arizona or City of Phoenix Transaction Privilege or Privilege License Taxes.
3. **Tax Responsibility Qualification:** CONSULTANT may be required to establish, to the satisfaction of the City that any and all fees and taxes due to the City of Phoenix or the State of Arizona for any License or Transaction Privilege Taxes, Use Taxes or similar excise taxes are currently paid (except for matters under legal protest).

CONSULTANT agrees to a waiver of the confidentiality provisions contained in the City of Phoenix Finance Code and any similar confidentiality provisions contained in the statutes of the State of Arizona relative to State Transaction Privilege Taxes or State Use Taxes.

CONSULTANT agrees to provide written authorization to the Finance Department of the City of Phoenix and to the State Department of Revenue of the State of Arizona to release tax information relative to Arizona Transaction Privilege Taxes, Arizona Use Taxes to the procuring agency in order to assist the Department and the City in evaluating CONSULTANT'S qualifications as a responsible contracting party under this Agreement.

4. **Non-Waiver of Liability:** The City of Phoenix, as a public entity supported by taxes, in execution of its public trust, cannot agree to waive any lawful or legitimate right to protect the public treasury and the right of the taxpaying public to recover amounts lawfully due it. Therefore CONSULTANT agrees that it will not insist upon or demand any statement whereby the CITY agrees to limit in advance or to waive any right the CITY might have to recover actual lawful damages in any court of law.
5. **Offset Provisions:** CONSULTANT will follow the provisions of the City Charter of the City of Phoenix, which require that no payment may be made to any CONSULTANT as long as there is any outstanding indebtedness or obligation due to the CITY and direct that any such obligations be offset against any payment due the CONSULTANT as vendor under such Contract.
6. **Applicable Laws:** Any legal disputes arising out of this Agreement will be determined according to the laws of the State of Arizona and the venue for any such action will be in Maricopa County, Arizona.

7. **Continuation of Work During Disputes:** In the event of any dispute between the parties, provided no notice of termination has been given by the CITY, and if it is feasible under the terms of this Agreement, each party shall continue to perform its obligations not related to the dispute during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement shall not be deemed a waiver thereof.

8. **Agreement Administrator:** The Agreement Administrator shall be the Phoenix Convention Center Department Business Services Deputy Director or designee. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the Agreement Administrator after good faith consideration and discussions with CONSULTANT.
9. **Copyright; Indemnity:** CONSULTANT specifically warrants and covenants that none of the material, concepts, ideas, or other products or services provided under this Agreement shall in any way violate any copyright, license, trade secret, or other property right of any other person. At its own expense, CONSULTANT shall indemnify, defend, save and hold harmless CITY and its officers, agents, and employees from and against any and all claims, demands, suits, liabilities, damages, settlements, losses, and costs, including attorney's fees, suffered or incurred by CITY as a result of any claim that the material, concepts, ideas, or other products or services provided within this Agreement infringe any U.S. copyright, license, trade secret or other property right, provided that CONSULTANT is notified promptly in writing of such claim. If as a result of any claim of infringement against any copyright, license, trade secret, or other property right, CONSULTANT or CITY is enjoined from using the products or services provided under this Agreement, or if CONSULTANT believes that the products or services are likely to become the subject of a claim of infringement, CONSULTANT may, at CONSULTANT'S option and sole expense, (1) procure the right for CITY to continue to use the products or services; or (2) to the satisfaction of CITY, replace or modify the products or services so as to make them non-infringing and capable of performing the function for which the products or services were provided.
10. **Employment and Organization Disclaimer:** This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The CONSULTANT agrees that no persons supplied by it in the performance of this Agreement are employees of the CITY and further agrees that no rights to the CITY'S civil service, retirement or personnel rules and benefits accrue to such persons.

The CONSULTANT is responsible for all salaries, wages, bonuses, retirement withholdings, workers' compensation, unemployment compensation, other benefits, and all related taxes and premiums concerning persons provided by CONSULTANT in the performance of the Contract, and CONSULTANT will save and hold the CITY harmless with respect thereto.

The parties agree that CONSULTANT is, and will remain, an independent Consultant under this Agreement. Neither party is the agent of the other, nor is either party authorized to act on behalf of the other party. CONSULTANT shall be liable to CITY for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.

11. **Assignability of any Provisions:** This Agreement, and its rights and obligations, may not be transferred, assigned or subcontracted by CONSULTANT without the prior written consent of

CITY. Any attempt to assign without prior written consent will be void. This Agreement will inure to the benefit of each of the parties and their permitted successors and assigns.

12. **Invalidity of any Provisions:** This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding will result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions of this Agreement which will thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.
13. **Method of Payment:** Payment will be made only after submission of proper documentation to CITY and in accordance with standard City and Phoenix Convention Center business practice.

Payment of any invoice will not preclude CITY from making claims for adjustment of any item or service found not to have been in accordance with the Agreement.
14. **Subcontractors:** The CONSULTANT will hold the CITY harmless from any claims for supplying labor or material to the CONSULTANT or its subcontractors in the performance of the work required under this Agreement.
15. **Remedies:** The CITY will have, in addition to the remedies provided herein, any other remedies provided by law.
16. **Transactional Conflicts of Interest:** The CONSULTANT acknowledges that this Agreement is subject to cancellation by the City pursuant to Section 38-511, Arizona Revised Statutes.
17. **Audits; Records:** CONSULTANT shall maintain accurate and complete accounting records and vouchers in support of all cost billings to CITY in accordance with generally accepted accounting principles. CITY, or its audit representative, shall have the right at any reasonable time to inspect, copy, and audit the records, vouchers, and their source documents. The records shall be available for CITY'S inspection and audit for a period of three (3) years following the termination of this Agreement.
18. **Compliance with the Immigration Reform and Control Act of 1986 (IRCA):** CONSULTANT understands and acknowledges the applicability of the IRCA to it. CONSULTANT shall comply with the IRCA in performing under this Agreement and shall permit City to verify such compliance.
19. **Legal Worker Requirements:** CITY is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, CONSULTANT agrees that:
 - A. CONSULTANT and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 - B. A breach of warranty under paragraph A shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
 - C. CITY retains the legal right to inspect the papers of the CONSULTANT or subcontractor employee(s) who work(s) on this Agreement to ensure that CONSULTANT or subcontractor is complying with the warranty under paragraph A.

20. **Employment:** Any CONSULTANT in performing under this Contract 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 shall 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 but not be limited to the following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship. The CONSULTANT further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract.
21. **Background Screening:** CONSULTANT will be required to conduct background screening as follows:
- A. **Contract Worker Background Screening:** CONSULTANT agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that CONSULTANT furnishes to CITY pursuant to this Agreement shall be subject to background and security checks and screening (collectively "Background Screening") at CONSULTANT's sole cost and expense as set forth in this Section. The Background Screening provided by CONSULTANT shall comply with all applicable laws, rules and regulations. CONSULTANT further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. CITY in no way warrants that these minimum requirements are sufficient to protect CONSULTANT from any liabilities that may arise out of CONSULTANT's services under this Agreement or CONSULTANT's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, CONSULTANT 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.
- B. **Background Screening Requirements and Criteria:** Because of the varied types of services performed, CITY has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is **Standard Risk and Background Screening.**
- a) **Minimum Risk and Background Screening ("Minimum Risk"):** A Minimum Risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to CITY facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to CITY facilities is escorted by CITY workers. The Background Screening for Minimum Risk shall consist of the screening required by A.R.S. § 41-4401 to verify legal Arizona worker status.
- b) **Standard Risk and Background Screening ("Standard Risk"):** A Standard Risk Background Screening shall 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 this Standard Risk level shall include the Background Screening required for the Minimum Risk level and 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.

- c) **Maximum Risk and Background Screening ("Maximum Risk")**: A Maximum Risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of CITY funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to CITY data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this Maximum Risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker's proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety, as mandated by Phoenix City Code, § 2-45.6.
- C. **Contractor Certification; City Approval of Maximum Background Screening**: By executing this Agreement, CONSULTANT certifies and warrants that CONSULTANT has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to CITY is accurate and current. Also, by executing this Agreement, CONSULTANT further certifies and warrants that CONSULTANT has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, CONSULTANT shall furnish to the PCCD Security Systems Supervisor for CITY's review and approval such Background Screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate CITY identification and access badge or keys until CONSULTANT has received CITY's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. CITY may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by CONSULTANT for performing work under this Agreement. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other CITY contracts or engagements without CITY's prior written approval.
- D. **Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts**: CONSULTANT 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.
- E. **Materiality of Background Screening Requirements; Indemnity**: The Background Screening requirements of this Section are material to CITY's entry into this Agreement and any breach of this Section by CONSULTANT shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 5 of this Agreement, CONSULTANT shall defend, indemnify and hold harmless CITY for any and all Claims (as defined in Section 5) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by CONSULTANT or CITY for failure to satisfy this Section.

F. **Continuing Duty; Audit:** CONSULTANT's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. CONSULTANT shall notify CITY immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by CITY. CONSULTANT shall maintain all records and documents related to all Background Screenings and CITY reserves the right to inspect, copy, and audit CONSULTANT's compliance records in accordance with this Section at any reasonable time. The records shall be available for CITY's inspection and audit for a period of three (3) years following the termination of this Agreement.

22. **Access Controls, Badge, and Key Access Requirements:** A Contract Worker shall not be allowed to begin work in any CITY facility without: (1) the prior completion and CITY's acceptance of the required Background Screening; and (2) when required, the Contract Worker's receipt of a CITY issued badge. A badge will be issued to a Contract Worker solely for access to CITY facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a CITY Facility must use the badge issued to the Contract Worker.

A. **Badge Access Procedures:** An authorized CITY badge application form is available at the City of Phoenix, PCCD Operations Center, 100 North 3rd Street, North Building, Phoenix, AZ 85004-2231. Each Contract Worker (as defined herein) who is furnishing Standard Risk (as defined herein) or Maximum Risk (as defined herein) services under this Agreement shall submit to the PCCD Operations Center: (i) a fully completed and authorized CITY badge application form; (ii) a check, in the initial badge fee amount listed below, made payable to the "City of Phoenix"; and (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form of identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or, an original birth certificate. After receipt of the badge application and payment, the Contract Worker will proceed to the PCCD Operations Center for processing of the badge application and issuance of the badge. CITY will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject Contract Worker's badge application shall be rejected.

B. **Key Access Procedures:** If the Contract Worker's services required keyed access to enter a CITY facility(s), a separate key issue/return form must be completed and submitted by CONSULTANT for each key issued. The key issue/return form is available at the PCCD Operations Center and the completed form shall be submitted to the PCCD Operations Center at the above address.

C. **Stolen or Lost Badges or Keys:** CONSULTANT shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to reissuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees listed below prior to issuance of a new badge or key.

D. **Return of Badges or Keys:** All badges and keys are the property of CITY and must be returned to CITY at the PCCD Operations Center within one (1) business day of when the Contract Worker's access to a CITY facility is no longer required to furnish the services under this Agreement. CONSULTANT shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's

services are no longer required at the particular CITY facility(s); or upon termination, cancellation, or expiration of this Agreement.

E. **Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** CONSULTANT'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 CONSULTANT submits false information or negligently submits wrong information to CITY to obtain a badge, key or applicable Background Screening; or (v) CONSULTANT 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. CONSULTANT 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, CONSULTANT agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by CITY. The parties agree that CONSULTANT'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 CITY at law or in equity, CONSULTANT shall be liable for and shall pay to CITY the sum of one thousand dollars (\$1,000.00) for each breach by CONSULTANT of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to CITY at the time and making of this Agreement in the event that CONSULTANT 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 CONSULTANT breaches this Section. The parties further agree that three (3) breaches by CONSULTANT of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by CONSULTANT 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 CONSULTANT and 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.

F. **Badge and Key Fees:** The following constitute the badge and key fees under this Agreement. CITY reserves the right to amend these fees upon thirty (30) days prior written notice to CONSULTANT.

Initial Badge Fee:	\$ 20.00	per applicant
Replacement Badge Fee:	\$ 20.00	per badge
Lost / Stolen Badge Fee:	\$ 20.00	per badge
Replacement Key Fee:	\$ 10.00	per key
Lost / Stolen Key Fee:	\$ 10.00	per key
Replacement Locks	\$ 15.00	per lock

23. **Delay in Exercising Contract Remedy:** Failure or delay by the CITY to exercise any right, power or privilege will not be deemed a waiver thereof.

24. **Quality and Acceptability of Work:** The Phoenix Convention Center Department Director or Designee is responsible for determining the quality and acceptability of any work performed under the Contract. If, in the opinion of the Director, performance becomes unsatisfactory, the CITY will notify the CONSULTANT in writing.

The CONSULTANT will have 5 working days from the receipt of notification to correct any specific instance of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within 5 working days, the CITY will have the immediate right to complete the work to its satisfaction and to deduct the cost from any balances due from the CITY or to become due or to bill the CONSULTANT directly. Repeated incidents of unsatisfactory performance may result in liquidated damages being assessed or cancellation of the Agreement for default.

25. **Confidentiality of Information:** The CONSULTANT shall treat all information furnished by the CITY and the results of the project hereunder as confidential. The CONSULTANT shall not disclose such information to others without the prior written consent of the CITY'S authorized representative, except as required by law.
26. **Confidentiality and Data Security:** All non-proprietary data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor/Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor/Consultant shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee, except as required by law.

Personal identifying information, financial account information, protected health information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor/Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.

When personal identifying information, financial account information, protected health 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. Contractor/Consultant must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This includes implementing and monitoring compliance with policies and procedures that require the redaction, destruction, erasure, or other disposal of paper documents and electronic media containing personal identifying information, financial account information, protected health information, or restricted City information so that these types of information cannot practicably be read or reconstructed. Contractor/Consultant will provide the City with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information.

In the event that data collected or obtained by the Contractor/Consultant in connection with this Agreement is suspected to have been compromised, Contractor/Consultant shall notify the contracting City department immediately. Contractor/Consultant agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the Contractor/Consultant that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the Contractor/Consultant notify individuals affected by a breach or critical breach of the City's information.

Contractor/Consultant agrees that the City may assess or test the security of any applications, web services, or computerized systems created or provided by the Contractor/Consultant that process, store, or transmit City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, the Contractor/Consultant agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Contractor/Consultant must remediate found vulnerabilities in computerized systems they provide; Contractor/Consultant is *not* liable for remediating any vulnerability found in the City's network or computing infrastructure used to support the applications, web services, or systems created or provided by the Contractor/Consultant.

Contractor/Consultant agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

Contractor/Consultant agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

By signing and entering this Agreement the Contractor/Consultant specifically acknowledges that it is responsible for the security of cardholder data that Contractor/Consultant possesses or otherwise stores, processes or transmits on behalf of the City. Additionally, as a requirement of this contract you must provide to the City a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit.

Contractor/Consultant agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

Contractor/Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Contractor/Consultant. It is further agreed that a violation of this Section shall 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/Consultant under this Section shall survive the termination of this Agreement.

27. **Fund Appropriation Contingency:** The CONSULTANT recognizes that this Agreement commences on the date in the first paragraph and continues in full force and effect until termination in accordance with its provisions. The CONSULTANT recognizes that the continuation of any Agreement after the close of any fiscal year, which end on June 30, are subject to the approval of the budget of the City of Phoenix providing for or covering such Agreement as an expenditure item. The CITY does not represent that any particular budget item

will be actually adopted, that being the determination of the City Council at the time of the adoption of the budget.

28. **Entire Agreement; Modification (No Oral Modification)**: This Agreement, and any attached Exhibits, Attachments, or Schedules, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There may be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
29. **Alteration in Character of Work; Additional Work**: CITY will not be responsible for any oral instructions made by any employees or officers of CITY regarding performance under this Agreement. Any minor changes in plans, specifications or work scope must be in the form of a written addendum signed by CONSULTANT and CITY. Whenever an alteration in the character of work results in a substantial change in the nature of services, thereby materially increasing or decreasing the cost of the performance, the work will be performed in accordance with the Agreement. Before beginning to perform any substantially changed or altered work, an amendment evidencing such changes shall be executed by CITY and CONSULTANT.

When authorized by an executed amendment, additional work shall be compensated at a rate or for a fee agreed upon by the parties.

30. **Force Majeure**: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

31. **Key Personnel**: The following individuals are designated by the parties as key personnel. Should any of the named individuals be unavailable to perform on behalf of CONSULTANT under this Agreement, whether due to termination of employment or otherwise, then CONSULTANT must provide a suitable replacement acceptable to CITY. Acceptability is to be determined by CITY at its option, sole and unfettered discretion. Key personnel under this Agreement are as follows:

Daniel Barrett, Principal
Joshua Cohen, Senior Manager

Failure to provide any or all of the above-named key personnel, or a replacement reasonably satisfactory to CITY may be deemed a material breach entitling CITY, at its option and sole discretion, to immediately terminate this Agreement.

32. **Survival:** The indemnification and limitations of liability provided in this Agreement will have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration hereof.
33. **Notice:** Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, via electronic mail (e-mail), deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for CONSULTANT:

Daniel Barrett, Principal
Barrett Sports Group, LLC
1219 Morningside Drive, Suite 101
Manhattan Beach, CA. 90266
Telephone: (310) 802-8775
Fax: (310) 802-8777
Email: dsb@barrettsports.com

If intended for CITY:

Jeremy Legg, Contract Manager
Phoenix Convention Center Department
Director's Office
100 North 3rd Street, Level 2A
Phoenix, AZ 85004-2231
Telephone: (602) 534-6451
Fax: (602) 744-0490
Email: jeremy.legg@phoenix.gov

COPY to:

John Chan, Director
Phoenix Convention Center Department
100 North 3rd Street, Level 2A
Phoenix, AZ 85004-2231
Telephone: (602) 256-3567
Fax: (602) 744-2875

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, 10 days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice will be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, the parties have executed one (1) original of this Agreement as of the date stated in the first paragraph on page one of this Agreement.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager


By: 
John Chan, Director
Phoenix Convention Center Department

ATTEST:



City Clerk



APPROVED AS TO FORM:


ACTING City Attorney

Barrett Sports Group, a California Limited
Liability Company

By: 
Daniel Barrett, Principal 3/4/16

CITY CLERK DEPT.
2016 MAR 22 PM 3:41

**EXHIBIT 1
INSURANCE REQUIREMENTS**

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant 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 Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

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 Phoenix.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

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

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant'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 Contractor 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 **Phoenix Convention Center, Management Services Section, Attn: Celeste Mims, 100 North 3rd Street, Level 2A, Phoenix, AZ 85004.**

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 Consultant from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Consultant 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 Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Phoenix Convention Center, Management Services Section, Attn: Celeste Mims, 100 North 3rd Street, Level 2A, Phoenix, AZ 85004. The City 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:** Consultant's certificate(s) shall include all subcontractors as additional insureds under its policies **or** Consultant 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. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract Amendment, but may be made by administrative action.

**EXHIBIT 2
CONSULTANTS BILLING RATES**

PRIME CONSULTANT:

Position	Hourly Rate	Estimated Percentage of Work
<u>Principal</u>	<u>\$450.00</u>	<u>50%</u>
<u>Senior Manager</u>	<u>\$250.00</u>	<u>30%</u>
<u>Consultant</u>	<u>\$150.00</u>	<u>20%</u>

CONSULTANT's airfare, per diem, and hotel costs will be reimbursed based on the limits allowed per General Services Administration (GSA) per diem rates and the City of Phoenix 2008-09 Domestic Lodging Rate Schedule.

Reimbursable Expenses	Maximum Daily Rate Allowed
Airfare	Coach Class
Per diem	\$59.00 (Breakfast -\$13, Lunch - \$15, Dinner - \$26, plus up to 20% in tips)
Hotel (January 1 – March 31)	\$230.00
Hotel (April 1 – May 31)	\$185.00
Hotel (June 1 – August 31)	\$140.00
Hotel (September 1 – September 30)	\$180.00
Hotel (October 1 – December 31)	\$180.00

CONSULTANT's estimated number of trips and travel costs for the first year of the Agreement is approximately \$17,040 (assuming 2 overnight trips per month).

An example of a cost that may be reimbursable by the CITY includes, but is not limited to, the CITY's request for the CONSULTANT to print bound materials in color for a presentation.

An example of costs that are not reimbursable by the CITY includes, but is not limited to, routine photocopies, postage, telephone costs, and related administrative expenses.

During the course of the Agreement, with the exception of the above expenses, the CITY and CONSULTANT will jointly determine other reimbursable and non-reimbursable expenses.