

SMALL PURCHASE CONTRACT BETWEEN

THE CITY OF GLENDALE, ARIZONA AND ASK DEVELOPMENT SOLUTIONS, INC.

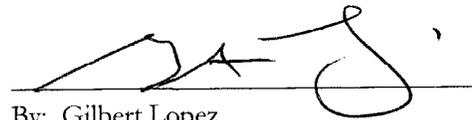
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 3rd day of March 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and ASK Development Solutions, Inc., (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. Compensation. City shall pay Contractor a maximum contract price of \$ 7,000.00 not to exceed \$9,999.00 for the Services as set forth in **Exhibit B** and incorporated herein by reference. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.
3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.
4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.
5. Insurance, Bond and Indemnification.
 - (a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.
 - (b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.
 - (c) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.
6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
10. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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

City of Glendale,
an Arizona municipal corporation



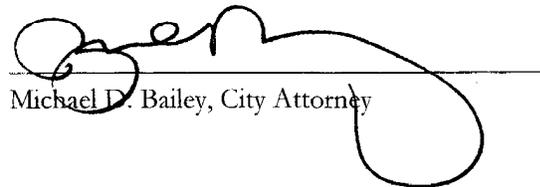
By: Gilbert Lopez
Its: Community Revitalization Manager

ATTEST:



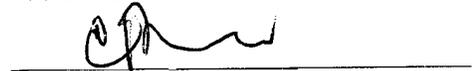
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

ASK Development Solutions Inc.
a(n) [Corporation]



By: Christopher Plummer
Its: President and CEO

Exhibit A and B
Proposal to Update Strategic Housing Study
ASK Development Solutions, Inc.

Current as of January 2016

Proposed Client: City of Glendale, AZ

Project Description: In 2008, the City of Glendale commissioned a strategic housing study to examine how easily the City of Glendale's workforce and residents could buy, rent, and maintain homes in the City. The study examined the housing needs of all City residents and included recommendations for investment and development strategies to meet its housing needs. The housing needs of various populations were identified including seniors—both renters and owners; residents of all income levels—both high and low; families of all types; and the City's workforce.

The study covered a demographic and socio-economic profile of the City; housing cost, supply, and affordability; profile of assisted housing such as public housing, low income housing tax credits, expiring use units and special needs housing; best practices; and recommendations. The City recently conducted an Analysis of Impediments to Fair Housing Choice (AI) in 2015 and identified the following impediments that affects the City's ability to meet the needs of its residents:

- There is a shortage of affordable housing creating a dysfunctional housing market that impedes fair housing choice
- Lack of financial resources for both individuals and housing providers limit fair housing choices.
- The lack of affordable and accessible housing in high opportunity neighborhood constitutes a barrier to fair housing.

In light of the recent Affirmatively Furthering Fair Housing Rule and the Supreme Court's affirmation of the Disparate Impact Ruling, the City is seeking to update the 2008 study and include strategies to ensure that the affordable and accessible housing needs are identified and met. As well, the City desires to reduce the concentration of affordable and assisted housing in areas of high minority, low opportunities, and high poverty. The update will be conducted as a part of the City's planning and implementation of actions identified in the AI through an amendment to the contract with ASK Development Solutions, Inc.

Exhibit A

Proposed Scope of Work

1. **2008 Housing Study Update**

Tasks:

- Update housing supply data using data from the AI and any more recent census and CHAS data updates
- Update housing costs and affordability analysis as well as a workforce housing analysis

Proposal to Update Strategic Housing Study– ASK Development Solutions, Inc.

- Update availability and location of affordable housing and determine concentration of such housing in low opportunity, high poverty, and minority areas
- Update number of special needs, low income housing tax credit units, and voucher-assisted housing.
- Identify housing needs across all income and population groups in the City

2. Barriers to Affordable Housing

Tasks:

- Conduct an online and paper survey and interviews with developers, HOME CHDOs, CDCs, and other housing providers regarding challenging in developing housing in the City of Glendale and recommendations for improving housing availability and choice ;
- Conduct a survey of residents to determine barriers to affordable housing and fair housing choice for residents

3. Resources for Affordable Housing in Glendale

Tasks:

- Identify and review federal, state, City, and private sector funding being used to develop affordable housing in the City
- Identify and review developer incentives for affordable housing and assess their effectiveness and developer’s awareness of them

4. Housing Strategies and recommendations

Tasks:

- Provide a list of housing investment strategies identified through survey suggestions, existing programs and best practices
- Identify affordable housing partners and next steps
- Identify strategies and recommended actions to affirmatively further fair housing by reducing concentration of affordable housing.

Timeline for completion – 3-4 months for draft study for review by City staff. 1 month for City staff input, revisions and submission of final document

Deliverables: Draft plan for review of housing study by City staff and revisions and completion of final plan (three copies).

Exhibit B

Proposed All-inclusive Fee: \$7,000.00, with an above and beyond hourly rate of \$120.00, not to exceed total \$9,999.00