

CITY CLERK ORIGINAL

C-7425-2
09/01/2012

ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS OF THE AGREEMENT FOR PROFESSIONAL PROGRAM MANAGEMENT (C-7425)

This ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS OF THE AGREEMENT FOR PROFESSIONAL PROGRAM MANAGEMENT ("Assignment") is entered into as of the 1st day of September, 2012 ("Effective Date"), by and among **VOUCHER RIDE LLC**, an Arizona limited liability company authorized to do business in Arizona ("Assignee"), the **CITY OF GLENDALE**, an Arizona municipal corporation ("City") and **LIFE, INC.**, an Arizona nonprofit corporation authorized to do business in Arizona ("Assignor"), collectively referred to herein as the "Parties."

RECITALS

- A. The City and Assignor entered into the Agreement for Professional Program Management (City Contract No. C-7425) on October 12, 2010 ("Agreement"), which is attached hereto as Exhibit A and incorporated into this Assignment;
- B. On June 14, 2011, the City and the Assignor entered into Amendment No. 1 to the Agreement, which is attached hereto as Exhibit A and incorporated into this Assignment;
- C. Assignor now wishes to assign and transfer to Assignee all of Assignor's rights and obligations under the Agreement, as amended, and Assignee desires to assume all of Assignor's rights and obligations as provided in this Assignment, as of the Effective Date; and
- D. The City consents to the Assignment.

NOW, THEREFORE, in consideration of the recitals above, and for other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. The Recitals are incorporated herein as if fully set forth.
- 2. This Assignment shall not be construed in any way as modifying, waiving or affecting any of the terms, covenants, conditions or agreements contained in the Agreement, except as expressly provided herein. The terms and conditions of the Agreement,

including all previous amendments, are fully incorporated herein by this reference and attached hereto as Exhibit A.

3. Section 11.2 is amended to replace the Contractor's Representative with the following:

Mike Fitzgerald, Manager
VOUCHER RIDE LLC
2747 East University Dr., NUM 8998
Mesa, Arizona 85213

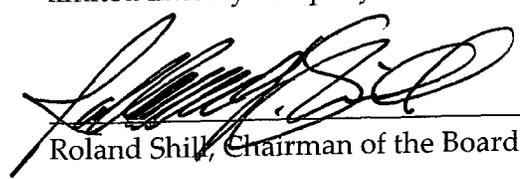
4. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights and obligations under the Agreement, as amended, which arise on or after the Effective Date.

5. Assignee hereby accepts all assignment of the rights, and obligations of Assignor under the Agreement, as amended, but only to the extent they arise on or after the Effective Date, and agrees to be bound by and perform such obligations pursuant to the terms of the Agreement and this Assignment.

6. City consents and agrees to the assignment and assumption of the Agreement by Assignor to Assignee, as stated herein.

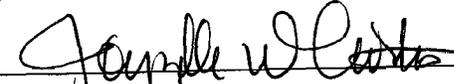
IN WITNESS WHEREOF, the Parties execute this Assignment to be effective as of the date set forth above.

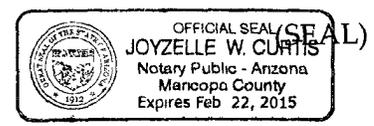
"Assignee": VOUCHER RIDE LLC, an Arizona limited liability company


Roland Shill, Chairman of the Board

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 14 day of Aug, 2012 by ROLAND SHILL, Chairman of the Board for Personal Assistanced Inc. that owns VOUCHER RIDE LLC, an Arizona limited liability company, on behalf of Voucher Ride LLC.


Notary Public



2-22-2015
Commission Expiration

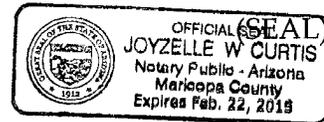
"Assignor":

LIFE, INC., an Arizona non-profit corporation

Michael T. Fitzgerald, Chairman of the Board

STATE OF ARIZONA)
) ss.
County of Maricopa)

This instrument was acknowledged before me this 14 day of August, 2012 by MICHAEL T. FITZGERALD, Chairman of the Board of LIFE, INC., an Arizona non-profit corporation, on behalf of the corporation.

Notary Public

2-22-2015
Commission Expiration

"City":

CITY OF GLENDALE, an Arizona municipal corporation

Horatio E. Skeete, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

EXHIBIT A
to
ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS
OF THE
AGREEMENT FOR PROFESSIONAL PROGRAM MANAGEMENT (C-7425)

[See attached Agreement (C-7425) and Amendment No. 1 (C-7425-1).]

**AGREEMENT FOR
PROFESSIONAL PROGRAM MANAGEMENT AGREEMENT**

This Agreement for Professional Program Management Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Life, Inc., a[n] Arizona nonprofit corporation ("Contractor"), authorized to do business in the State of Arizona, as of the 12th day of October, 2010 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, or an excerpt thereof (the "Project"), and
- B. City desires to retain the services of Contractor to perform all professional architectural services ("Services") and produce the specific work as set forth in the attached Project; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Professional Services. Contractor will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City. Additional conditions of the Project include:

- (A) Contractor will conduct up to six site visits to the Project site during the performance of duties under this Agreement.
- (B) No site work is part of this Agreement except as required to connect buildings to electrical services.

1.2 Project Team.

(A) Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement; and
- (2) The City must approve the designated Project Manager.

(B) Project Team.

- (1) The Project Manager and all other employees assigned to the Project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor

(C) Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in Exhibit A.

(2) Contractor will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

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

(D) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- (A) For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- (B) Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. Compensation for the Project.

- 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$85,000 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of Services as outlined in the Project is significantly modified.
 - (A) Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - (B) Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

6. Termination.

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

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

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

- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Services furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance").

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000.00 per occurrence and \$ 500,000.00 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000.00 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Professional Liability. A professional errors and omissions liability policy providing a minimum limit of \$0.00 for each claim and a \$0.00 annual aggregate.
- (D) Auto. A business auto policy providing a liability limit of at least \$1,000,000.00 per accident for Contractor and \$1,000,000.00 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (E) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this Section, and copies

of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this Section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this Section
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

(H) Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance)
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this Section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds
 - (2) All insurance policies obtained pursuant to this Section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

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

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

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under this Section.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under this Section. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - (A) The Notice is in writing; and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

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

11.2 **Representatives.**

- (A) Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Cole Arnold, Director - Life, Inc.
 1818 East Southern Avenue
 Mesa, Arizona 85214

- (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
 c/o Cathy Colbath, Transit Administrator
 6210 West Myrtle Avenue
 Glendale, Arizona 85301

With required copy to:

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

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

- (C) Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this Section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

- 13.1 Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - (C) The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums, the response or any excerpts attached as Exhibit A, and this Agreement will be resolved by the terms and conditions stated in this Agreement.
- 13.2 Interpretation.**
- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 13.3 Survival.** Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.
- 13.7 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 14. Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
- 15. Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

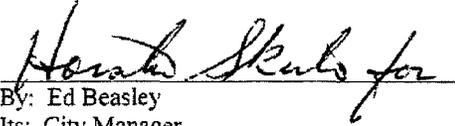
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

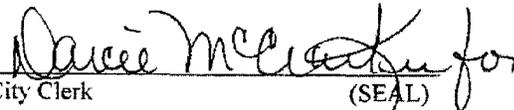
(Signatures appear on the following Page.)

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

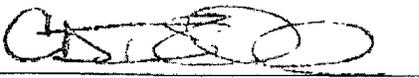
City of Glendale,
an Arizona municipal corporation


By: Ed Beasley
Its: City Manager

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Life, Inc.,
a[n] Arizona nonprofit corporation

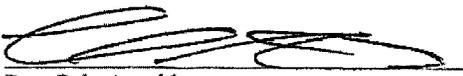

By: Cole Arnold
Its: Director

EXHIBIT A
Request of Proposal 11-10

PROJECT

[see attached]

EXHIBIT A – PROJECT / SPECIFICATIONS
Service Agreement
RFP 11-10

1 CONTRACTOR PROVIDED (REQUIRED) SERVICES

Contractor will provide the following services:

- 1.1 Administer and operate the Program per guidelines set forth in this document.
- 1.2 Implement and monitor Program as required under this Agreement.
- 1.3 Review customer applications for the medical component and make determinations of eligibility per program standards
- 1.4 Design and print approved vouchers. Voucher designs are subject to approval by the designated City contact.
- 1.5 Issue vouchers to medical-needs transportation customers.
- 1.6 Work with City's Victim Assistance Unit to issue vouchers to provide taxi service to victims of domestic violence.
- 1.7 Market program to target customer groups for medical transportation needs.
- 1.8 Respond to customer requests and complaints pertaining to the Program.
- 1.9 Maintain complete and accurate records of all vouchers used under the terms of this Agreement.
- 1.10 Provide a quarterly report that shows the total number of rides provided per month for the quarter, customer feedback (complaints/comments, etc.), customer satisfaction (as identified in Program Evaluation section). and marketing efforts of the Program.
- 1.11 Provide an annual report of Program usage and effectiveness per guidelines.
- 1.12 Attend quarterly meetings with City of Glendale staff to review the program.

2 QUALIFIED TAXI FIRM PROVIDED (REQUIRED) SERVICES

- 2.1 "Qualified Taxi Firm" means any taxi company that is licensed and complies with city, county, or state regulations. At a minimum, the Qualified Taxi Firm must address evidence of the following:
 - 2.1.1 Sufficient numbers of vehicles in use by the taxicab company to provide the service required under the contract.
 - 2.1.2 Sufficient staff to operate the vehicles to provide the service required under the contract.

EXHIBIT A – PROJECT / SPECIFICATIONS
Service Agreement
RFP 11-10

- 2.1.3 Approved taxi meter rates for the general public.
- 2.1.4 Adequate automobile liability insurance in regard to any local, county, state, or federal requirements.
- 2.2 Contractor must have Qualified Taxi Firms accomplish the following services:
 - 2.2.1 Provide personnel and vehicles needed to satisfy the requirements of the Program.
 - 2.2.2 Respond in a timely and efficient manner to eligible Customers for an authorized special needs transportation request.
 - 2.2.3 Upon Customer request, pick up the eligible customer within 30 minutes of service request.
 - 2.2.4 Accept vouchers authorized by City as payment for taxi service.
 - 2.2.5 Collect twenty-five percent (25%) of total ride cost from Customer for each medical-needs transportation service provided with a trip cost not to exceed \$15.00. Customer is responsible for any trip cost overrun exceeding \$15.00.
 - 2.2.6 Require each medical-needs transportation Customer to show picture identification to the driver and verify voucher information.
 - 2.2.7 At the end of the taxi ride, drivers shall enter the meter fare, distance of the ride, amount paid by Customer on the voucher, sign the voucher, and have the passenger verify and sign the voucher.
 - 2.2.8 Services are not limited to 2.2.1 through 2.2.7 listed above. Other services may be required.

3 SPECIAL CONSIDERATIONS

The Taxi Subsidy Program is an ongoing program. Services are provided on the basis of demand from the Taxi Subsidy Program participants.

4 MEDICAL-NEEDS SERVICE - PROGRAM INFORMATION GUIDELINES

- 4.1 Contractor shall issue applications and receive and review applications from Glendale residents requesting to use the medical-needs transportation service. Contractor shall determine eligibility status based on Program eligibility requirements:
 - 4.1.1 Glendale resident

EXHIBIT A – PROJECT / SPECIFICATIONS
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- 4.1.2 Person with a disability requiring repetitive medical therapies such as dialysis, chemotherapy, and some physical therapies which can be classified as a medical-needs service, for example, stroke rehabilitation.
 - 4.1.3 All medical-needs trips shall be limited to service within Glendale city limits (origin and destination within Glendale city limits). Requests for transportation outside of Glendale shall be referred to Maricopa County Special Transportation Services, which provides service for trips going outside of Glendale.
 - 4.1.4 All customers requesting medical-needs service must be medically stable. Medical-needs service shall not be used to provide emergency medical transportation.
 - 4.1.5 Contractor shall provide City with indemnification against any claims related to program eligibility or selection for inclusion within the program.
- 4.2 Program Subsidy Methodology – The Program will provide a subsidy not to exceed \$15.00 per trip for taxi rides. The customer will pay 25% of the fare. The Program will pay 75% of the fare, up to \$15.00. If a trip cost exceeds the maximum amount of \$15.00, the customer will be responsible for any amount over \$15.00. The Program will also pay an additional 15% gratuity of the actual trip cost, based on the maximum allowed trip cost of \$15.00.
- 4.3 Cost for gratuities paid to taxi company by Contractor which may be up to 15% per ride cost with a maximum trip cost of \$15.00 for medical trips and maximum trip cost of \$35.00 for domestic violence assistance rides.
- 4.4 Trip Limits – The number of trips shall be limited to 30 one-way trips per month per customer. Trips can only be made to and from customer residence and designated treatment facilities.
- 4.5 Vouchers – Customers must obtain vouchers prior to using the service. Eligible customer's name must be printed on the voucher. Origin and destination must be printed on the voucher for the voucher to be valid. The voucher should be easy to use and read and include an information table on the back showing the cost of the customer's (25%) trip cost. The voucher shall also clearly waive any and all claims or lawsuits that could be presented to the City, the Contractor, or the taxi company by the customer that are associated in any manner with the customer's medical condition. The customer must request vouchers from Contractor. No more than 30 coupons (one-month's worth) should be issued to a customer at one time. Customer must have used at least half of the coupons issued prior to requesting another supply of coupons. Contractor shall print origin and destination, and customer name on the voucher prior to sending to customer. Customer will hand a valid voucher to taxi driver at time of ride (along with their share of trip cost) and provide identification. Taxi driver shall complete required information which includes number of trip miles, total trip cost, amount paid by customer, sign the voucher, and have the passenger verify and sign

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voucher. The taxi company shall return completed vouchers to Contractors for reimbursement. Vouchers shall be sent to the City at the end of each month along with an itemized invoice for services. Vouchers shall have no cash value. Vouchers shall have an expiration date of 6 months from date of issue. The date of issue and the expiration date are to be indicated on the voucher.

- 4.6 Identification of participating taxi companies – Contractor shall identify and provide a current list of participating taxi companies to program customers. Customers can choose which taxi company they prefer to provide the service. Customers will call the taxi company directly for service.
- 4.7 The Contractor must hold semi-annual meetings with all taxi companies to emphasize customer satisfaction and go over any issues that need to be addressed. A sign-in sheet documenting attendance must be provided to the City of Glendale within two weeks of those meetings.
- 4.8 The Contractor shall seek out and coordinate with not for profit agencies that relate to and will enhance this service.

5 DOMESTIC VIOLENCE ASSISTANCE SERVICE - PROGRAM INFORMATION GUIDELINES

- 5.1 Contractor shall work with the City's Victim Assistance Unit to provide this service.
- 5.2 The Contractor shall be responsible for creating and distributing vouchers (approved by the City) and assuring that the Victim's Assistance Unit has vouchers available as needed. The vouchers must state the cost of the trip will be reimbursed by the Program and the total cost of the trip shall not exceed \$35.00. An additional 15% gratuity will apply to these trips up to a maximum trip cost of \$35.00. Gratuity cost is not to exceed \$5.25. The gratuity will be paid by Contractor when reimbursing the taxi company for rides. The Contractor will include this amount in the invoice when seeking reimbursement from the City.
- 5.3 The Victim's Assistance Unit caseworker will provide vouchers on a one-time case-by-case basis.
- 5.4 Contractor shall provide Victim's Assistance caseworkers with a list of current participating taxi providers. Customer can decide which taxi company to use and will use the voucher to pay for the trip up to \$35.00 maximum.
- 5.5 The taxi company shall complete the required information, including cost of trip, mileage of trip and date of trip.
- 5.6 Vouchers used for domestic violence assistance shall be numbered instead of requiring customer names.

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- 5.7 Vouchers shall include spaces for trip information including date of service, number of trip miles, driver signature, date and signature from Victim’s Assistance caseworker issuing voucher. Vouchers shall have no cash value.

6 PAYMENT

- 6.1 Vouchers must be submitted to the City no longer than 90 days after their use or they shall not be eligible for reimbursement.
- 6.2 Vouchers received after 90 days shall be considered null and void.
- 6.3 Contractor shall invoice the city monthly for:
- 6.3.1 Administrative services related to Program broken down into categories
 - 6.3.2 Costs for taxi rides
- 6.4 Cost for gratuities paid to the taxi company by contractor may be up to 15% per ride cost –with maximum trip cost of \$15.00 for medical trips and maximum trip cost of \$35.00 for domestic violence assistance rides.
- 6.5 Contractor must submit all invoices used in a month within 90 days of that month’s end. For example, vouchers used for trips taken in January must be submitted to the City of Glendale by the last day in March. The Contractor shall engage in best efforts to submit all vouchers used in June by July 15. The Contractor shall also keep copies of vouchers for at least one year after use.
- 6.6 Used vouchers shall be returned to City as verification of rides provided.
- 6.7 Vouchers must include all completed information.

7 OPTIONAL EXPANDED PROGRAM

At any time City may choose to expand or cease expansion of the taxi subsidy program to allow for trips beyond Glendale’s borders. A thirty-day (30) notice will be given if City will expand/cease the expansion. The expanded program shall meet all the specifications of the normal program, except with the following changes:

- 7.1 All residents requesting transportation outside of Glendale must be approved by the City.
- 7.2 City must approve any trip purpose for trips outside Glendale.
- 7.3 Program Subsidy Methodology - the program will provide a subsidy not to exceed \$15.00 (plus tip – see below) per trip for taxi rides. The passenger will pay the first

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\$5.00 of the trip charge. The program will pay a fee towards the trip cost in an amount not to exceed \$15.00. Any additional trip cost will be paid by the customer. The Program will also pay an additional 15% gratuity of the actual trip cost, capped at a \$15.00 trip cost, or a maximum tip of \$2.25.

- 7.4 The Contractor must seek Qualified Taxi Firms to collect a \$5.00 per trip charge from Customer for each trip plus any amount over a \$15.00 subsidy. Customer is responsible for any trip cost overrun exceeding their \$5.00 fee plus the \$15.00 City subsidy.
- 7.5 The Contractor shall invoice the City monthly for the Costs for taxi rides and gratuities paid to Taxi Company by Contractor at up to 15% per ride cost, capped at a \$15.00 per trip cost. Used vouchers shall be returned to City as verification of rides provided. Vouchers must include all completed information.
- 7.6 Customers must obtain vouchers prior to using the service, and a 72 hour notice is required.
- 7.7 Vouchers – Eligible customer's name must be printed on voucher. Origin and destination must be printed on voucher to be valid. Voucher shall read that the passenger shall pay the first \$5.00 of the trip charge, plus any costs over a \$20 dollar trip cost (\$5.00 passenger fee, \$15.00 city subsidy). There is no information table required on the back of the voucher. All other elements of the voucher will remain the same pursuant to 1.7.5.

8 PROGRAM EVALUATION

- 8.1 Contractor shall provide monthly statistics indicating number of rides provided for each Program component broken down by Weekday, Saturday, and Sunday/Holiday. A list of all holidays for that year will be submitted to the Contractor prior to the new fiscal year.
- 8.2 Contractor shall obtain customer feedback and provide quarterly evaluations of Program focusing on customer satisfaction including:
 - 8.2.1 On-time performance
 - 8.2.2 Driver courtesy
 - 8.2.3 Vehicle condition
 - 8.2.4 Customer perceived value of program
 - 8.2.5 Overall level of service
 - 8.2.6 Overall satisfaction with service
 - 8.2.7 Customer access to other forms of transportation options
 - 8.2.8 Marketing effort awareness
- 8.3 Contractor shall provide quarterly evaluation reports within the Program to determine if Program participants prefer taxi or Dial-A-Ride, and why.

EXHIBIT A – PROJECT / SPECIFICATIONS
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- 8.4 Contractor shall provide a report at the end of the initial contract period evaluating overall Program effectiveness based on items listed in 1.11.2 and recommending Program changes to improve Program.

9 PROGRAM AUDIT AND INSPECTION OF RECORDS

- 9.1 Contractor shall maintain complete and accurate records with respect to actual time and allowable costs incurred under this Agreement.
- 9.2 All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified.
- 9.3 Contractor shall provide reasonable access to the representatives of City, or its designees, including representatives of the applicable government agencies if this Agreement is funded in whole or in part with state or federal funds, to such books and records and any other books, documents, papers or records of the Contractor that are related to this Agreement.
- 9.4 City of Glendale, the State, the State Auditor, FHWA, FTA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations shall have the right to examine and audit such books and records and to make transcripts or copies from them as necessary.
- 9.5 Contractor shall allow inspection of all work data, documents, proceedings, and activities related to this Agreement for a period of five (5) years from the date of final payment under this Agreement.
- 9.6 If requested, Contractor shall provide copies of financial records/balance sheets to monitor financial stability.
- 9.7 This article must be included in any subcontract entered into as a result of this Agreement.

10 PROGRAM PAYMENT

- 10.1 Subject to the other provisions of the document, the Contractor shall be reimbursed for its reasonable costs in performing the services contained in these specifications provided, however, that costs do not exceed \$85,000 for the initial contract period of this Agreement.
- 10.2 To receive payment, Contractor shall present to the City an accurate and properly itemized invoice.

EXHIBIT A – PROJECT / SPECIFICATIONS
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- 10.3 Invoices shall be presented monthly and include used vouchers as verification of taxi service provided.
- 10.4 City shall not be liable for any purchases or contracts entered into by the Contractor in anticipation of receiving payments under this Agreement.

EXHIBIT B
Request for Proposal 11-10
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

N/A.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$85,000 (for the initial term of the contract).

DETAILED PROJECT COMPENSATION

N/A.

EXHIBIT C
Request for Proposal 11-10

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions**.
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

CITY CLERK ORIGINAL

C-7425-1
06/14/2011

AMENDMENT NO. 1 to PROFESSIONAL PROGRAM MANAGEMENT AGREEMENT

This Amendment No.1 to the Professional Program Management Agreement, Contract No. C-7425, ("Amendment") is made this 14~~th~~ day of June, 2011, by and between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and LIFE, INC., an Arizona nonprofit corporation ("Contractor"), authorized to do business in Arizona.

RECITALS

- A. City and Contractor previously entered into the Professional Program Management Agreement, Contract No. C-7425 ("Agreement") on October 12, 2010 for the City's Taxi Subsidy Program; and
- B. City and Contractor wish to modify and amend the Agreement, in accordance with the terms of the Agreement, to account for an unanticipated increase in the transportation services provided under the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby amend the Agreement as set forth below:

1. **Paragraph 4.1 Compensation.** The original paragraph is deleted and replaced with the following: "Contractor's annual compensation for the Project, including those furnished by its subcontractors will not exceed \$125,000 as specifically detailed in **Exhibit B** ('Compensation')."
2. **Exhibit B.** The original Exhibit B is deleted and replaced with Exhibit B to Amendment No. 1, attached to this Amendment.
3. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures to appear on following page.]

"City":

CITY OF GLENDALE, an Arizona
municipal corporation

Ed Beasley for
Ed Beasley, City Manager

ATTEST:

Pamela Hanna
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall
Craig Tindall, City Attorney

"Contractor":

LIFE, INC., an Arizona nonprofit
corporation authorized to do
business in Arizona

David L. Merrill
By: David L. Merrill
Its: Treasurer

EXHIBIT B
Amendment No. 1
to
Professional Program Management Agreement
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

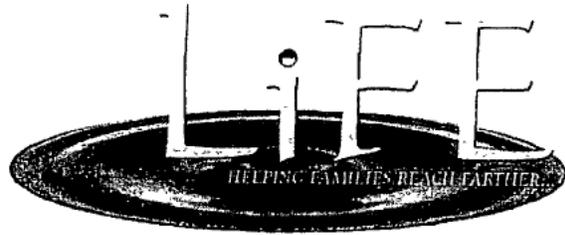
N/A

NOT-TO-EXCEED AMOUNT

The total amount of annual compensation paid to Contractor for full completion of all work required by the Project must not exceed \$125,000.

DETAILED PROJECT COMPENSATION

N/A



July 27, 2012

To: City of Glendale
John Bullen

John, effective September 1, 2012, we would like to move the contract from Life Inc. to Voucher Ride LLC. The new EIN number is 46-0607604 .

Contact information can be sent to Mike Fitzgerald, Manager, Voucher Ride, 2747 E. University Dr. NUM 8998, Mesa, AZ 85213.

Roland Shill will be signing as the Chairman of the Board for Personal Assistance Inc. that owns Voucher Ride LLC. His mailing Address is also 2747 E. University Dr. NUM 8998, Mesa, AZ 85213. I will be signing for Life Inc. as the Chairman of the Board with the same 2747 E. University NUM 8998 Mesa AZ 85213 address.

I have included the corporate resolutions from both Boards approving this contract change.

Thank you for your assistance in this matter.

Please don't hesitate to call with any questions.

Michael T. Fitzgerald

Michael T. Fitzgerald
President/CEO
Life Inc.

LIFE, Inc.
P.O. Box 8998
Mesa, AZ 85214
480.222.4100 phone
480.222.4123 fax



July 23, 2012

CORPORATE RESOLUTION

It is the resolution and approval of this corporation to transfer the Taxi Subsidy Program to Voucher Ride LLC. on September 1, 2012.

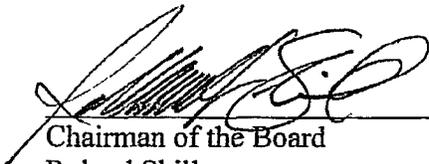
Michael T. Fitzgerald 7/23/12
Chairman of the Board Date
Michael T. Fitzgerald

LIFE, Inc.
PO Box 8998
Mesa, AZ 85214
480.222.4106 phone
480.222.4123 fax

Personal Assistance Inc.
1423 S. Higley RD Suite 127
Mesa, AZ 85206

CORPORATE RESOLUTION

The Board of Directors Unanimously approves and accepts the Taxi Subsidy Program with the City of Glendale to be moved to the Voucher Ride LLC. on September 1, 2012.



Chairman of the Board Date
Roland Shill

08/06/2012

Arizona Corporation Commission
State of Arizona Public Access System

7:42 AM

Corporate Status Inquiry

File Number: L-1749950-0

Corp. Name: VOUCHER RIDE LLC

This Limited Liability Company is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To reprint a previously generated Certificate of Good Standing click Reprint Certificate.

[Print Certificate](#)

[Reprint Certificate](#)

[Return to Corporate Inquiry](#)