

**NOTICE OF REGULAR MEETING  
COMMON COUNCIL OF THE CITY OF COOLIDGE  
MONDAY, MARCH 28, 2011 - 7:00 P.M.  
COUNCIL CHAMBERS – 911 S. ARIZONA BOULEVARD  
PINAL COUNTY, COOLIDGE, ARIZONA**

***Members of the City of Coolidge City Council will attend either in person or by telephone conference call or video communication.***

**CALL TO ORDER:**

1. Pledge of Allegiance
2. Roll Call

**PRESENTATIONS:**

3. An update by Superintendent Karl Cordova on the Casa Grande Ruins National Monument.
4. Monthly report by the Coolidge Youth Coalition.

**CALL TO THE PUBLIC**

THE PROCEDURES TO FOLLOW IF YOU ADDRESS THE COUNCIL ARE: COUNCIL REQUESTS THAT YOU EXPRESS YOUR IDEAS IN FIVE MINUTES OR LESS AND REFRAIN FROM ANY PERSONAL ATTACKS OR DEROGATORY STATEMENTS ABOUT ANY CITY EMPLOYEE, A FELLOW CITIZEN, OR ANYONE ELSE WHETHER IN THE AUDIENCE OR NOT. THE MAYOR WILL LIMIT DISCUSSION WHENEVER HE DEEMS SUCH AN ACTION APPROPRIATE TO THE PROPER CONDUCT OF THE MEETING. AT THE CONCLUSION OF AN OPEN CALL TO THE PUBLIC, INDIVIDUAL MEMBERS OF THE COUNCIL MAY RESPOND TO CRITICISM MADE BY THOSE WHO HAVE ADDRESSED THE COUNCIL, MAY ASK STAFF TO REVIEW A MATTER OR MAY ASK THAT A MATTER BE PUT ON A FUTURE AGENDA. HOWEVER, MEMBERS OF THE COUNCIL SHALL NOT DISCUSS OR TAKE LEGAL ACTION ON ANY MATTERS DURING AN OPEN CALL TO THE PUBLIC UNLESS THE MATTERS ARE PROPERLY NOTICED FOR DISCUSSION AND LEGAL ACTION.

**BUSINESS:**

CONSENT AGENDA - ALL CONSENT ITEMS WERE REVIEWED INDIVIDUALLY. ALL CONSENT AGENDA ITEMS MAY BE ENACTED BY ONE MOTION AND APPROVED. ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY IF A MEMBER OF THE COUNCIL SO REQUESTS. CONSENT ITEMS ARE MARKED WITH AN ASTERISK (\*).

5. \*Consider approval of appointing Johnny Federico and Anthony Felix to serve a two-year term on the Parks and Recreation Advisory Board. **Discussion and action.**
6. \*Consider approval of re-appointing Anna Lori Lundberg to serve another two-year term on the Library Advisory Board. **Discussion and action.**

7. \*Consider approval of changing the route times on the Pinal Central Xpress service line to improve service times that meet the public and commuter request. **Discussion and action.**
8. \***Resolution No. 11-07;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, in support of the Community Action Human Resources Agency (CAHRA) as the Community Action Program for Pinal County in the State of Arizona, and certifying that CAHRA is addressing the wellbeing of the low-income and vulnerable populations in an effort to end poverty. **Discussion and action.**
9. Consider approval of Liquor License Application #10113208 submitted by Mr. Brandon Tat for the T&L Convenience Store located at 411 N. Arizona Boulevard, Coolidge, Arizona. **Discussion and action.**
10. **Resolution No. 11-08;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, to create an Infill Incentive District and adopting an Infill Incentive Plan as described in the Arizona Revised Statutes §9-499-10. **Discussion and action.**
11. Consider approval of a request submitted by Mr. Beau Woodring representing Dollar General for additional Development Fee Relief. **Discussion and action.**
12. To receive public comments on the proposed amendments to the Coolidge Zoning Code regulating medical marijuana uses in the City of Coolidge. **Public Hearing.**
13. **Resolution No. 11-09;** A Resolution of the Mayor and City Council of the City of Coolidge, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled “City of Coolidge Zoning Code Amendments for Medical Marijuana”, relating to the establishment of regulations and requirements for the dispensing, cultivating, infusing, and use of medical marijuana by amending the Coolidge City Zoning Code by amending Sections 302, 501, 502, 503, 504, 505, 506, 602, 603, 605, 701, 702, 801, 802 and 1008 of the previously adopted City Zoning Code. **Discussion and action.**
14. **Ordinance No. 11-01;** An Ordinance of the Mayor and City Council of the City of Coolidge, Arizona, adopting “City of Coolidge Zoning Code Amendments for Medical Marijuana” by reference which amends Sections 302, 501, 502, 503, 504, 505, 506, 602, 603, 605, 701, 702, 801, 802 and 1008 of the Coolidge City Zoning Code and providing for severability and declaring an emergency. **Discussion and action.**
15. An update on the new FY 11/12 projections in General Fund for State Shared Revenues based on the 2010 census figures. **Discussion only.**

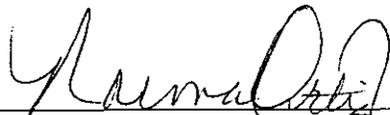
16. Consider approval of awarding the bid to The Mahoney Group for employee benefit brokerage consulting services; and approval to enter into a Professional Services Agreement between the City of Coolidge and M&O Agencies, Inc. dba The Mahoney Group for the purpose of providing the City of Coolidge with employee benefit brokerage consulting services.  
**Discussion and action.**

**REPORT FROM THE MAYOR-COUNCIL AND/OR CITY MANAGER**

**ADJOURNMENT**

**THIS NOTICE IS POSTED IN ACCORDANCE WITH THE CITY CODE 2-4-1 OF THE CITY OF COOLIDGE AND A.R.S. §38-431, ET SEQ. ALL MEMBERS OF THE PUBLIC ARE INVITED TO ATTEND THIS MEETING.**

**DATED** this 23<sup>rd</sup> day of March, 2011

  
\_\_\_\_\_  
Norma Ortiz, City Clerk

PERSONS WITH DISABILITIES NEEDING REASONABLE ACCOMMODATIONS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETERS, SHOULD CONTACT THE ADA COORDINATOR AT (520) 723-5361 OR TDD LINE (520) 723-4653 NO LATER THAN 10:00 A.M. MARCH 28, 2011.

*The Agenda and all supporting documents and materials pertaining to this Agenda together with Staff and Department Reports are available for viewing in City Hall and the Library during normal business hours.*

**POST:** 3-24-11

**TIME:** 5:00 p.m.

**CITY OF COOLIDGE  
CITY COUNCIL ACTION FORM**

**SUBJECT: Approve the award and enter into an Agreement with the Mahoney Group for Broker Consultant Services**

**STAFF PRESENTER:** Rachel A. Duran, Human Resource Analyst

**RECOMMENDATION:**

Staff recommends that the City Council contract with the Mahoney Group to provide our employee benefit brokerage consulting services.

**DISCUSSION:**

The City of Coolidge requested bids for an employee benefit brokerage-consulting firm. Bids were solicited and received from around the State. A total of six (6) competitive bids were received. The following is a list of the vendors, their accumulative scores and fees.

| <b><u>VENDOR:</u></b>              | <b><u>SCORES:</u></b> | <b><u>FEES:</u></b> |
|------------------------------------|-----------------------|---------------------|
| M&O The Mahoney Group              | 77%                   | \$18,000            |
| CBIZ Gordon Zucareliet Handley     | 67%                   | \$30,000            |
| Hays                               | 66%                   | \$38,000            |
| Gary L Johnson                     | 61%                   | \$29,500            |
| Marguerite Truocchio SEGAL Company | 52%                   | \$50,000            |
| Holmes, Murphy & Associates        | 51%                   | \$36,000            |

The scores were based on the evaluation criteria listed in our RFP. Based on the Selection Committee accumulative scores, the Mahoney Group came out on top. After review and discussion with the Mahoney Group, they met our evaluation criteria and came in with the lowest pricing. Further negotiations with the Mahoney Group brought their pricing down to \$12,000 for the first year as well as lower pricing for the subsequent years.

In the best interest of the City and its employees, we would like to move forward and approve the agreement with the Mahoney Group as they met the evaluation criteria in the RFP and they provide the lowest pricing.

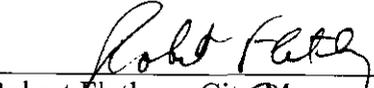
**FISCAL IMPACT:**

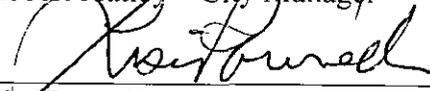
A budget savings for the fiscal year 2011 – 2012

**Attachments**

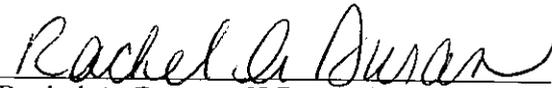
Professional Service Agreement with Exhibits

**REVIEWED BY:**

  
\_\_\_\_\_  
Robert Flatley – City Manager

  
\_\_\_\_\_  
Lisa Pannella – Finance Director

**PREPARED BY:**

  
\_\_\_\_\_  
Rachel A. Duran – H.R. Analyst

**Via Email**

\_\_\_\_\_  
Denis Fitzgibbons – City Attorney

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between The CITY OF COOLIDGE, ARIZONA, an Arizona municipal corporation ("City"), and M&O AGENCIES, INC. dba THE MAHONEY GROUP, an Arizona corporation ("Consultant"), to provide employee benefit brokerage consulting services.

WHEREAS, City desires to retain a consultant to furnish professional services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments, including the Request for Proposals and Consultant's Proposal, which are appended hereto by mutual agreement of the parties; and

WHEREAS, in procuring these services, City has complied with the open market procedures set forth the City of Coolidge City Code.

NOW, THEREFORE, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services required according to the terms and conditions and for the consideration hereinafter set forth:

1. CONSULTANT'S DUTIES: Consultant agrees to perform the following professional services:

See attached Exhibits A and B, which are incorporated into this Agreement

All premiums negotiated by Consultant as part of its services provided to City under this Agreement shall be based on net of commission.

2. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for its professional services as follows:

See attachment Exhibit C, which is incorporated into this Agreement

In no event, shall the total compensation under this Agreement exceed the following amounts:

|        |                    |             |
|--------|--------------------|-------------|
| Year 1 | 4/1/2011-3/31/2012 | \$12,000.00 |
| Year 2 | 4/1/2012-3/31/2013 | \$15,000.00 |
| Year 3 | 4/1/2013-3/31/2014 | \$18,000.00 |
| Year 4 | 4/1/2014-3/31/2015 | \$20,000.00 |

Exhausting the total amount payable for activities described in Section 1 above shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Consultant shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Consultant performing the additional services.

3. TERM: The term of this Agreement shall commence as of April 1, 2011 and shall end on March 31, 2012, unless earlier terminated pursuant to the provisions hereof, and shall automatically be renewed annually for three (3) additional one (1) year terms unless terminated pursuant to the provisions hereof.

4. CONSULTANT BILLING: Consultant shall bill City on a quarterly basis, at the end of the quarter, in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) days of the date of receipt of Consultant's invoice.

5. CITY'S STANDARD OF PERFORMANCE: City shall furnish the Consultant with all data, information and other supporting services specified in Exhibit A.

6. CONSULTANT'S STANDARD OF PERFORMANCE: While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement that are a breach of this standard.

7. CONFIDENTIALITY: Consultant, and any subcontractors or individuals hired by Consultant to perform the services under this Agreement, shall keep any information concerning City matters confidential and agree that they will not make any statement, give an interview or provide any information to any person, corporation or other entity, including without limitation any media source, in relation to the services to be provided under this Agreement without the prior written consent of City. Consultant, and any subcontractors or individuals hired by Consultant, agree not to disclose to any other person or entity (unless required by law) any confidential information concerning City matters during and after this Agreement. The parties agree that City may disclose confidential and important Protected Health Information ("PHI") to Consultant as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Execution of this Agreement indicates each party's acceptance to the terms of the Confidentiality and Nondisclosure of Protected Health Information Addendum attached hereto as Exhibit D attached hereto and made a part hereof.

8. NOTICES: All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

If to City:

City of Coolidge

City Manager

130 W. Central

Coolidge, AZ 85128

If to Consultant:

Mahoney Group  
1119 E. Cottonwood Lane  
Casa Grande, Arizona 85122

9. TERMINATION: This Agreement may be terminated by either party upon sixty (60) days written notice. If this Agreement is terminated, Consultant shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Consultant shall deliver to City all work in any state of completion at the date of effective termination.

10. SUBCONTRACTORS: Consultant shall, within ten (10) days after the execution of this Agreement and before awarding any subcontract, furnish City with a list of proposed subcontractors, if any, and shall not employ any that City may object to for any reason. Consultant agrees that it is as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relations between any subcontractor and City.

11. RECORDS: Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

12. INSURANCE: Consultant shall secure, pay for and maintain in full force and effect for the duration of this Agreement, Workers' Compensation (if required under the laws of the States of Arizona), and comprehensive general, automobile, and professional liability insurance coverage described hereinafter, such coverage to be provided by an insurance company which is authorized to transact insurance business in the State of Arizona.

Consultant's insurance shall be primary insurance as respects City, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the City's right to coverage afforded under the insurance policies.

Prior to City's execution of this Agreement and prior to Consultant's commencement of the services, Consultant shall furnish certificates of insurance and required endorsements from each insurance carrier certifying that policies of insurance have been issued to Consultant in at least the amounts specified herein. The form of the certificates of insurance and endorsements shall be subject to the approval of the City of Coolidge City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to:

City of Coolidge  
City Manager  
130 W. Central  
Coolidge, AZ 85128

Each certificate of insurance and endorsement shall provide that in the event of anticipated expiration or proposed cancellation of the insurance policy for any reason whatsoever, the insurance carrier shall notify the City Attorney not less than thirty (30) days before the expiration or cancellation is effective.

Consultant shall also cause any other professional consulting firm that is retained by Consultant to perform subcontract work under this Agreement and to obtain and maintain comparable insurance unless covered by Consultant's insurance.

All insurance policies shall contain the following provisions and coverages:

Workers' Compensation Insurance

This insurance shall be in accordance with the requirements of Arizona Revised Statutes Annotated (A.R.S.) §23-900 *et seq.* for all employees of Consultant. By execution of this Agreement, Consultant certifies as follows:

"I am aware and understand the provisions of A.R.S. §23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Consultant has no employees for which workers' compensation insurance is required, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

General and Professional Liability Insurance

All liability insurance shall cover comprehensive general and automobile liability for both bodily injury, including death, and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

A combined single-limit policy with aggregate limits in the amount of \$1,000,000.

Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the

coverage required by this section shall be filed with City and shall include City as an additional insured. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Coolidge, it is agreed that the City of Coolidge and its officers, employees, and contractors are added as additional insured’s under this policy.”

13. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular consultant.

14. UNCONTROLLABLE FORCES: City and Consultant shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God or the public enemy, or other events beyond the control of the other or the other’s employees and agents.

15. INDEMNIFICATION: Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys’ fees, which arise out of, or is in any way connected with the performance of services under this Agreement by Consultant, or any of Consultant’s employees, agents or subconsultants, and from all claims by Consultant’s employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant’s employees, subconsultants or agents. This section shall survive the expiration or early termination of the Agreement.

16. WAIVER OF TERMS AND CONDITIONS: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

17. INDEPENDENT CONTRACTOR: Consultant shall at all times during Consultant’s performance of the services retain Consultant’s status as independent contractor. Consultant’s employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers’ compensation or unemployment insurance for or on behalf of them or Consultant.

18. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Consultant and the City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, the City and Consultant shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between the City and Consultant. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

19. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

20. OWNERSHIP OF RECORDS AND REPORTS: All of the files, reports, documents, information and data prepared or assembled by Consultant under this Agreement shall be and remain the property of City and shall be forwarded to City at any time City requires such papers.

21. LICENSE: Consultant represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Consultant understands that the activity described herein constitutes "doing business in the "City of Coolidge" and Consultant agrees to obtain a business tax license pursuant to the City of Coolidge City Code and keep such license current during the term of this Agreement. Any activity by subcontractors within the corporate city limits, will invoke the same business tax regulations on any subcontractors, and Consultant ensures its subcontractors will obtain any required business tax license.

22. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Consultant. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Consultant shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

23. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

24. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

25. CONFLICTS OF INTEREST: The provisions of A.R.S. §38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

26. AMERICANS WITH DISABILITIES ACT: This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFF Parts 35 and 36. (Non-Discrimination: The Consultant shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The Consultant shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

27. FEDERAL REGULATIONS: Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Consultant acknowledges, by signature to this agreement, that: Consultant is not currently suspended or debarred from contracting with the federal government or any of it's agencies or the State of Arizona or any of its political subdivisions; Consultant's principals are not currently suspended or debarred from contracting with the federal government or any of it's agencies or the State of Arizona or any of its political subdivisions.

28. UNDOCUMENTED WORKERS: Consultant understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the City that the Consultant and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Consultant to penalties up to

and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any Consultant or Subcontractor employee who works on this Agreement to ensure that the Consultant or Subcontractor is complying with the Immigration Warranty. Consultant agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of its Subcontractors to ensure compliance with Immigration Warranty. Consultant agrees to assist the City in regard to any random verification(s) performed.

Neither the Consultant nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this section must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

29. SCRUTINIZED BUSINESS OPERATIONS: In signing this Agreement, Consultant certifies pursuant to ARS §35-391 that they do not have scrutinized business operations in the Sudan and pursuant to ARS §35-393 that they do not have scrutinized business operations in Iran.

30. NO KICK-BACK CERTIFICATION: Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has an interest, financially or otherwise, in the Consultant's firm. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Consultant hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

31. WAIVER OF CONFLICT. The City and Consultant understand and are aware that this Agreement was prepared by Fitzgibbons Law Offices, PLC, who represents the City, and who has given no advice pertaining to such document to Consultant, except to advise Consultant that it is entitled to and should retain counsel to advise Consultant in all respects as to the transaction and documents which are the subject of this Agreement. The undersigned parties understand and agree that Fitzgibbons Law Offices PLC will represent the City exclusively in matters concerning this Agreement. Because of previous and ongoing representation of Consultant by Fitzgibbons Law Offices PLC, Fitzgibbons Law Offices, PLC has a potential conflict of interest in representing Consultant in other matters according to Rule 42, Rules of the Arizona Supreme Court. Consultant has been advised that the representation of the City in this matter by Fitzgibbons Law Offices, PLC, is paramount. The undersigned parties further understand and agree that Fitzgibbons Law Offices, PLC will continue to represent the City in

this matter. The City and Consultant wish to waive any continuing conflict of interest in this matter, and by their respective signatures below, waive this potential conflict of interest.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CONSULTANT:

M&O AGENCIES, INC.  
dba THE MAHONEY GROUP  
an Arizona corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF COOLIDGE,  
An Arizona municipal corporation

\_\_\_\_\_  
Thomas Shope  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Denis M. Fitzgibbons  
City Attorney

**EXHIBIT A**  
REQUEST FOR PROPOSALS

# City of Coolidge



## **REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES**

**City of Coolidge  
130 W. Central Ave.  
Coolidge, Arizona 85128  
(520) 723-5361  
Rachel A Duran, Human Resource Analyst**

**Proposals due on February 11, 2011 at 5:00 P.M.**

**REQUEST FOR PROPOSAL FOR  
EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES**

The City of Coolidge is soliciting proposals from insurance brokers/consultants qualified to perform and interested in providing brokerage and consulting services for the City of Coolidge Group Employee Benefits Program.

Interested and qualified brokers/consultants who have demonstrated their ability at comparable work are invited to submit proposals.

Proposals will be accepted until 5:00 P.M. (Arizona Time) on Friday, February 11, 2011. Submittals and requests for information relative to this Request for Proposal should be addressed to:

**“Employee Benefit Brokerage Consulting Services”**

Norma Ortiz, City Clerk  
City of Coolidge  
130 W. Central Ave.  
Coolidge, AZ 85128

Written responses and all supporting materials must be submitted in 4 originals plus offeror shall also submit one (1) electronic version of their proposal on either a CD or disk, using Word or PDF File.

**Please note that the City of Coolidge is not asking for, nor authorizing your solicitation of quotes from insurance carriers.**

## **BACKGROUND**

The City of Coolidge incorporated in 1945. Coolidge is an Arizona general law city, operating under the Council-Manager form of government. Our Mayor is directly elected to a 2-year term, and our six City Council members are elected to 4-year staggered terms. Coolidge is located in Pinal County; Coolidge is located in central Arizona, about halfway between Phoenix and Tucson. Our latest population estimate is 12,500. Our residents enjoy our relaxed, rural character but our close proximity to the Phoenix metropolitan area gives them access to big-city amenities within a short drive. We have a nice variety of very affordable housing and our overall quality of life is outstanding. Coolidge is considered part of the "Sun Corridor" and as such, we expect to experience significant growth in the coming years.

The City employs about 125 full and 10-20 part time employees. The City offers its full time employees and dependents medical, dental, STD and life insurance coverage. The employees have the option of picking up vision, deferred compensation packages and AFLAC options.

We are contracted with several health care providers. Our services are currently being handled by a consultant/broker.

## **PROJECT DESCRIPTION**

The City of Coolidge is seeking a broker/consultant to perform the full range of services related to the design, implementation, maintenance, communication, and improvement of the City of Coolidge group medical, dental, STD and life insurance coverage. The employees have the option of picking up vision, deferred compensation packages and AFLAC options at their own expense.

## **SCOPE OF SERVICES**

Specific responsibilities include, but are not limited to:

1. Assisting the City of Coolidge in administering all group insurance plans, responding to questions from and providing information to staff, and providing other consulting services during the course of the plan year.
2. Assisting the City of Coolidge in complying with state and federal laws and regulations related to employee benefits.
3. Reviewing claims experience, claim service, and claim administration to ensure maximum benefit to the City of Coolidge.
4. Determining and recommending the most economical funding methods for the benefit programs.
5. Representing the City of Coolidge in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design, and special terms

and conditions.

6. Meeting with and providing reports to various City of Coolidge representatives including the City Manager, Assistant City Manager, Human Resources Analyst, City Clerk, Finance Director and employee appointed representative.
7. Assisting the City of Coolidge with the implementation and communication of new programs or changes to existing programs, that will include attending and presenting information at Open Enrollment meetings and may require supplemental informational meetings not to exceed four (4) throughout the year.
8. Researching and advising the City of Coolidge of any new developments in the state and federal law and employee benefit programs on an ongoing basis.
9. As requested by the City of Coolidge, preparing bid specifications and soliciting proposals from insurance markets which specialize in group insurance plans as needed. Evaluate bids and bidders, including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among the various bidders.
10. Interface with insurance carriers as needed to assist the City of Coolidge in the resolution of problems associated with the benefit programs.
11. Provide complete COBRA administrative services.

#### **BROKER/CONSULTANT QUALIFICATIONS**

To assist in the evaluation of potential brokers/consultants, please provide the following information:

1. Organizational structure of the firm, history, including number of years in existence, number and location of offices, total number of employees, number and type of employees in the office, and description of corporate philosophy/culture. Provide your most recent annual report.
2. Details of company's financial status and stability.
3. Describe the ability of the firm to provide local service to sites/offices located outside of corporate headquarters.
4. Describe the firm's Errors and Omissions (E&O limits) and provide evidence your company carries all applicable insurance coverages and licenses.
5. Describe how the firm monitors insurer solvency.

6. Describe the firm's philosophy for servicing an account and commitment to customer service and quality assurance.
7. List members of the firm/team selected for this project. The project manager and key task managers must be identified. Briefly describe the directly related project experience of the project manager and team members. Include information that describes the role of the team member and related experience. Provide a complete resume in the appendix of the proposal.
8. Describe the firm's underwriting and actuarial expertise.
9. Describe the firm's ability to assist with benchmarking our plans against similar companies.
10. Describe the firm's general marketing philosophy and market leverage.
11. Describe the process the firm uses for carrier renewals and negotiations.
12. Describe the firm's legal research capabilities in servicing the account and assistance with compliance.
13. Describe methods employed to obtain and disseminate information about current local and national legislation, trends, new services, new concepts, etc. to the account team who would service our account and to the City of Coolidge. Provide samples.
14. Describe the firm's capabilities in regards to communication to include ongoing employee communication/open enrollment and on-line enrollment services.
15. Describe any technical resources you provide to assist us in managing our benefit plans.
16. Provide examples of the firm's leadership and innovation in the insurance industry.
17. Provide a list of three (3) municipalities for whom the firm has recently provided similar services; include municipality size and demographics, name and telephone number of contact person. These municipalities may be called upon for a referral.
18. Include at least three (3) references from directly related past projects managed by the project manager. Include name, title, address, telephone, fax, and e-mail of contact person and name of project.
19. Proposed annual fee. Consultant Fees will not be included in medical/dental/life premiums. The City will pay for these services on a quarterly basis.

20. Provide a table format of tasks and organization of labor hours for each project team member. An estimated subtotal of all labor expended per task of the scope of work shall also be provided. Please include all anticipated reimbursable expenses in total proposed fee. Please provide a separate fee for each year.
21. Provide a sample contract; please provide electronic version or CD Rom.
22. Any other information that you feel should be considered in the selection process.

**TERM OF CONTRACT**

The term of this contract will be one (1) year, automatically renewable at the end of each year for four (4) consecutive years, unless cancelled 60 days in advance of renewal by either party. The contract will begin on April 1<sup>st</sup> of 2011 and renew thereafter on April 1 of each year.

**INSURANCE**

The firm or prime consultant shall indicate that they maintain commercial general, vehicle, and workers compensation insurance liability coverage of at least \$1 million for each type. Insurance coverage shall be identified in the cover letter.

**ADVERTISING NOTIFICATIONS AND REPRODUCTIONS**

All legal advertising, notifications and reproductions will be the responsibility of the firm.

**SCHEDULE**

The schedule for the consulting services is throughout the year at the City’s request. The timeframe extends from the execution of the contract with the selected firm/team.

**SCHEDULE FOR THE RFP**

- RFP distributed 1-31-2011
- Responses to RFP due 2-11-2011
- Appropriate Committee reviews responses 2-16-2011
- Conduct interviews with selected broker/consultants 2-28-2011
- Select broker/consultant (Council Authorization) 3-02-2011
- Notify Consultant 3-03-2011

**SELECTION PROCESS**

Selection of the most responsible proposals will be made after a review and analysis by a selection committee. Other experts, interested parties or employee representatives may be consulted to advise staff during the review and analysis process. Respondents may be requested to meet with the City of Coolidge representatives and advisors to expand on proposal qualifications and experience. Final determination of Broker of Record award will be made by the selection committee with the approval of the City Manager and authorization by the City Council.

## EVALUATION CRITERIA

All RFP's will be evaluated on the following criteria:

|  |     |
|--|-----|
| Proposal Conforms to Format              | 5%  |
| Broker/Consultants Qualifications        | 15% |
| Project Manager/Team Member Capabilities | 15% |
| Scope of Work                            | 20% |
| Proposed Pricing                         | 30% |
| Discretionary                            | 15% |

## GENERAL INFORMATION

### Interview

The City will determine the time and order of interviewing firms/teams by February 17, 2011, the format of the interview will be as follows: Consultant Set-up-10 Minutes; Consultant presentation-20 minutes (maximum); Question and Answer-30 minutes.

### Payment and Invoice Requirements

The Consultant shall submit invoices for services to the City of Coolidge, 130 W. Central Ave., Coolidge, AZ 85128, Attention: Finance Director.

### Deadline

All copies of the Proposal(s), including four (4) originals and one (1) electronic version, must be received in a sealed package clearly labeled "**Proposal-City of Coolidge** **"EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES"** at the **ATTN: Norma Ortiz, City Clerk, Coolidge City Hall, 130 W. Central Ave., Coolidge, Arizona 85128 by 5:00 P.M. Arizona Time on Friday, February 11, 2011.** Proposals may not be faxed nor electronically transmitted to the City. Proposals, which are received after the deadline, will be returned to the sender unopened. Submitters must ensure delivery (not postmarking) by the date and time indicated above.

Proposals will be opened on Monday February 14, 2011, recorded in as to proposer and bid amount by the City Clerk.

The City of Coolidge reserves the sole right to evaluate the proposals submitted, waive any irregularity, evaluate and select any preferred firm/team, and/or reject any and all proposals. The City may contact the identified Project Manager from each consulting firm/team during its review of proposals for additional clarification/information. The City of Coolidge also reserves the right to hold any or all proposals for a period of forty-five (45) days after the date of award.

The proposer is entirely responsible for all costs associated with the preparation of this proposal. The City will not reimburse the selected firm/team for any work performed relative to the Scope of Work prior to the execution of a contract and a notice to precede letter is received by the selected firm/team. Any questions regarding this project should

be directed to Rachel A Duran, Human Resource Analyst at (520) 723-5361 (telephone), (520) 723-7285 (fax), [rduran@coolidgeaz.com](mailto:rduran@coolidgeaz.com) (email).

**EXHIBIT B**  
CONSULTANT'S PROPOSAL

Request For Proposal  
For Professional Services  
Employee Benefit Brokerage Consulting Services  
City of Coolidge

**OFFER AND ACCEPTANCE FORM**

To City of Coolidge:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

For clarification of this offer, contact:

The Mahany Group Name: Rebecca Millar  
Company Name  
1119 E Cottonwood Lane Phone: 520-876-2982  
Address  
Casa Grande, AZ 85122 Fax: 520-836-6681  
City State Zip  
Rebecca Millar Federal Tax Identification Number 86-6050329  
Signature of Person Authorized to Sign  
Rebecca Millar  
Printed Name  
Senior Benefits Consultant  
Title

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, scope of work, addenda, the Contractor's Offer and any best and final offers, as accepted by The City of Coolidge.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, or is otherwise directed to do so in writing by the undersigned.

Awarded this \_\_\_\_\_ of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Authorized Signature

Attest:

\_\_\_\_\_  
Witness

# GROUP

1119 E Cottonwood Lane  
Casa Grande, AZ 85122

## PRICE SHEET

### 1. Fee Base

A. Annual Fee for the basic services, per the Scope of Work.  
Total Cost Not to Exceed:

|                                    |          |
|------------------------------------|----------|
| June 2010 - June 2011 - Annual Fee | \$12,000 |
| July 2011 - June 2012 - Annual Fee | \$15,000 |
| July 2012 - June 2013 - Annual Fee | \$18,000 |
| July 2013 - June 2014 - Annual Fee | \$20,000 |

B. Quarterly Fee: 7/1/2011 to 6/30/2012

|                    |         |
|--------------------|---------|
| July - September   | \$3,000 |
| October - December | \$3,000 |
| January - March    | \$3,000 |
| April - June       | \$3,000 |

C. Quarterly Fee: 7/1/2012 to 6/30/2013

|                    |         |
|--------------------|---------|
| July - September   | \$3,750 |
| October - December | \$3,750 |
| January - March    | \$3,750 |
| April - June       | \$3,750 |

D. Quarterly Fee: 7/1/2013 to 6/30/2014

|                    |         |
|--------------------|---------|
| July - September   | \$4,500 |
| October - December | \$4,500 |
| January - March    | \$4,500 |
| April - June       | \$4,500 |

E. Quarterly Fee: 7/1/2014 to 6/30/2015

|                    |         |
|--------------------|---------|
| July - September   | \$5,000 |
| October - December | \$5,000 |
| January - March    | \$5,000 |
| April - June       | \$5,000 |

### EXCEPTIONS/CLARIFICATIONS:

Attending additional meetings other than requested in the scope of services:  
\$200 flat rate for additional meetings throughout the year

### SUBMITTED BY:

The Mahoney Group 3/24/11  
Company Name Date

Rebecca Miller  
Signature

Rebecca Miller  
Printed Name

Benefits Consultant  
Title

520-870-2982  
Telephone

520-836-6681  
Fax

Rmiller@mahoneygroup.com  
E-Mail

| TIMELINE  |                     |                |
|---|---------------------|----------------|
| Services  | Service Provided By | Hours required |
| Request Census  | Cathy Svoboda       | 5              |
| Request Claims experience   | Cathy Svoboda       | 5              |
| Request Renewal   | Cathy Svoboda       | 5              |
| Meet with Human Resources to discuss years plans  | Rebecca Millar      | 2              |
| Prepare RFP   | Rebecca/Cathy       | 10             |
| Send out RFP  | Cathy Svoboda       | 3              |
| Advertise for proposals according to procurement laws   | Cathy Svoboda       | 3              |
| Receive proposals   | Rebecca/Cathy       | 10             |
| Analyze proposals   | Rebecca Millar      | 34             |
| Receive Last and Final quotes   | Rebecca Millar      | 32             |
| Analysis spreadsheet revised  | Rebecca Millar      | 32             |
| Present to City of Coolidge   | Rebecca/Cathy       | 8              |
| Prepare for Enrollment  | Cathy Svoboda       | 3              |
| Coordinate Enrollment dates   | Cathy Svoboda       | 3              |
| Request enrollment materials  | Cathy Svoboda       | 3              |
| Prepare Trifold for employee benefits   | Cathy Svoboda       | 5              |
| Inform Carrier Reps to attend open enrollment   | Cathy Svoboda       | 3              |
| Attend all open enrollment meetings   | Rebecca Millar      | 8              |
| Attend all open enrollment meetings   | Cathy Svoboda       | 8              |
| Insure timely enrollment and issuance of ID cards   | Cathy Svoboda       | 5              |
| Assist the District with their employee Wellness Plan including assisting with Health Fair, flu shots, Mobile On Site Mammography | Cathy Svoboda       | 10             |
| Provide weblinks to all benefit providers   | Cathy Svoboda       | 10             |
| Online enrollment implementation  | Cathy Svoboda       | 20             |
| Monthly calls to HR staff to touch base, hear concerns, and keep them abreast of the claims to premium ratios                     | Rebecca Millar      | 12             |
| Meet with Benefits Committee four times per year  | Rebecca Millar      | 6              |



**EXHIBIT C**  
**COMPENSATION**

## Fee Base

Annual Fee for the basic services, per the Scope of Work.

Total Cost Not to Exceed:

|   |          |
|---|----------|
| April 1, 2011 – March 31, 2012 – Annual Fee | \$12,000 |
| April 1, 2012 – March 31, 2013 – Annual Fee | \$15,000 |
| April 1, 2013 – March 31, 2014 – Annual Fee | \$18,000 |
| April 1, 2014 – March 31, 2015 – Annual Fee | \$20,000 |

Quarterly Fee: 4/1/2011 – 3/31/2012

|                    |         |
|--------------------|---------|
| April – June       | \$3,000 |
| July – September   | \$3,000 |
| October – December | \$3,000 |
| January – March    | \$3,000 |

Quarterly Fee: 4/1/2012 – 3/31/2013

|                    |         |
|--------------------|---------|
| April - June       | \$3,750 |
| July – September   | \$3,750 |
| October – December | \$3,750 |
| January – March    | \$3,750 |

Quarterly Fee: 4/1/2013 – 3/31/2014

|                    |         |
|--------------------|---------|
| April – June       | \$4,500 |
| July – September   | \$4,500 |
| October – December | \$4,500 |
| January – March    | \$4,500 |

Quarterly Fee: 4/1/2014 – 3/31/2015

|                    |         |
|--------------------|---------|
| April – June       | \$5,000 |
| July – September   | \$5,000 |
| October – December | \$5,000 |
| January – March    | \$5,000 |

### EXCEPTIONS/CLARIFICATIONS:

Attending additional meetings other than requested in the scope of services:  
\$200 flat rate for additional meetings throughout the year.

**EXHIBIT D**  
CONFIDENTIALITY AND NONDISCLOSURE  
OF PROTECTED HEALTH INFORMATION  
ADDENDUM

## **CONFIDENTIALITY AND NONDISCLOSURE OF PROTECTED HEALTH INFORMATION**

This Confidentiality and Nondisclosure of Protected Health Information Addendum (the "Addendum") is entered into by and between City and Consultant and is made a part of the Agreement between the City and Consultant.

1. **Definitions.** For purposes of this Addendum:

A. **Breach.** "Breach" shall have the same meaning as the term "Breach" in 45 CFR 164.402.

B. **Designated Record Set.** "Designated record set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.

C. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 DFR 164.502(g).

D. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

E. **Protected Health Information (PHI).** "Protected Health Information" including electronic protected health information, shall have the same meaning as those terms are defined in 45 CFR Sections 160.103, limited to the information created or received by Consultant from or on behalf of City.

F. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

G. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

H. **Security Rule.** "Security Rule" shall mean the *Health Insurance Reform: Security Standard*, as set forth in 45 CFR Parts 160, 162 and 164.

I. **Unsecured PHI.** "Unsecured PHI" shall have the same meaning as the term "Unsecured PHI" in 45 CFR 164.402.

2. **Confidentiality.** At all times, both during and after the termination of its relationship with City for any reason, the Consultant and its representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in paragraphs 3 and 4 of this Addendum, and will hold and maintain the PHI in strictest confidence. Consultant will ensure that all proper safeguards are in place to prevent the use or disclosure of the PHI.

3. Permitted Disclosures. The Consultant may disclose City's PHI to the Consultant's representatives with a bona fide need to know such PHI, but only if such representatives are advised of the confidential nature of such PHI and the terms of this Addendum and are bound by an agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such PHI. In no event will PHI be disclosed to any other person, including but not limited to any investor in, or beneficiary of Consultant, without the prior written consent of City. Consultant will provide information to the City concerning disclosures made by the Consultant pursuant to this Section 3 and Section 4.

Except as otherwise limited in this Addendum, Consultant may use or disclose PHI to perform functions, activities, or services for, or on behalf of, City in accordance with the Agreement between the parties, provided that such use or disclosure would not violate the Privacy Rule if done by City, or the minimum necessary policies and procedures of the City.

At the request of City, Consultant agrees to provide access to the PHI that it has in its possession to an Individual. The Consultant further agrees to document any such disclosures of PHI and the information related to such disclosures for an accounting of disclosures of PHI if requested by the City in accordance with 45 CFR §164.528, and to provide such documentation to the City as it may request from time to time. Furthermore, at the request of the City, the Consultant agrees to make amendments to PHI as directed by the City. Notwithstanding the foregoing, the City will not request that the Consultant use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Security Rule, hereinafter collectively referred to as "Privacy Rule", if such disclosure or use were done by the City itself.

The Consultant agrees to mitigate, to the extent practicable, the harmful effects of which Consultant becomes aware, that arise out of the use or disclosure of PHI by Consultant that is in violation of this Agreement.

The Consultant agrees to report to City any use or disclosure of PHI not specifically permitted by this Agreement of which it becomes aware. Further, the Consultant agrees to report to City any Breach of Unsecured PHI of which it becomes aware.

If Consultant maintains a designated record set, the Consultant agrees to provide access, at the request of City, and in the time and manner as mutually agreed upon by the parties, to PHI in a Designated Record

Set to City, or as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.

If Consultant maintains a designated record set (DRS), the Consultant agrees to make any amendment(s) to PHI in the DRS that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner as mutually agreed upon by the parties.

4. Required Disclosures and Use. The Consultant may disclose the City's PHI if and to the extent that such disclosure is required by law or court order, provided that, to the extent reasonably possible, the Consultant provides the City a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure. Further, the Consultant agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the Consultant on behalf of the City available to the City, or to the Secretary, as requested by the City or designated by the Secretary, for purposes of the Secretary determining the City's compliance with the Privacy Rule.

5. Required Notice to the Consultant. In accordance with 45 CFR §164.520, and to the extent that such a limitation may affect the Consultant's use or disclosure of PHI, the City will notify the Consultant of any limitations(s) in its notice of privacy practices of the City, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI.

6. Records. Upon termination of its relationship with the City, the Consultant will deliver to the City any PHI of the City which may be in the Consultant's possession including all Confidential Information, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same, including without limitation any of the foregoing recorded on any computer or any machine readable medium.

7. Survival. This Addendum will continue in full force and effect even after the termination of the Agreement between the Consultant and the City for any reason.