CONTRACT AMENDMENT

Solicitation No. P12-0030 Page 1 of 1

Description: Law Enforcement Legal Advisor Services

Amendment No. Three (3) Date: 3/5/15

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/15. The contract is being extended and the new contract term is **7/1/2015– 6/30/2016**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	3/27/15	Beverly A. Ginn President	Law Offices Of Edwards & Ginn

Address	City	State	Zip Code
P.O. Box 68097	Tucson	AZ	85737

Attested By:

for Rhonda Geriminsky, City Clerk

Chief: Roy Minter, Police Chief

Dept Rep: Teresa Corless, Administrative Services Mgr.

CC Number

ACON30612C
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

April 8, 2015, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona

Official File

Rev (08.21.12)CF

ACON30612C

CONTRACT AMENDMENT

Solicitation No. P12-0030 Page 1 of 1

Description: Law Enforcement Legal Advisor Services

Amendment No. Two (2) Date: 3/5/14

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/14. The contract is being extended and the new contract term is **7/1/2014 – 6/30/2015**.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	4/28/14	Beverly A. Ginn President	Law Offices Of Edwards & Ginn

Address	City	State	Zip Code
P.O. Box 68097	Tucson	AZ	85737

Attested By:

Rhonda Geriminsky, City Clerk

Chief: Roy Minter, Police Chief

Dept Rep: Teresa Corless, Administrative Services Mgr.

CC Number

ACON30612B
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 7, 2014, at Peoria, Arizona

Dan Zenko, Materials Manager

Official File

City Seal
Copyright 2003 City of Peoria, Arizona

Rev (08.21.12)CF

ACON30612B

CONTRACT AMENDMENT

Solicitation No. P12-0030 Page 1 of 1

Description: Law Enforcement Legal Advisor Services

Amendment No. One (1) Date: April 14, 2013

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 6/30/13. The contract is being extended and the new contract term is **7/1/2013 – 6/30/2014**.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	4/18/13	Beverly A. Ginn President	Law Offices Of Edwards & Ginn

Address	City	State	Zip Code
P.O. Box 68097	Tucson	AZ	85737

Attested By:

for Rhonda Geriminsky, City Clerk

Chief: Roy Minter, Police Chief

Dept Rep: Teresa Corless, Administrative Services Mgr.

CC Number

ACON30612A
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 1, 2013, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal
Copyright 2003 City of Peoria, Arizona

Official File

Rev (08.21.12)CF

A CON 30612A

City of Peoria, Arizona
Notice of Request for Proposal
for Professional Services

Request for Proposal No:	**P12-0030**	Proposal Due Date:	**May 1, 2012**
Services:	**Law Enforcement Legal Advisor Services**	Proposal Time:	5:00 P.M. AZ Time
Project No:	**NA**	Purchasing Agent:	**Lisa Houg, CPPB**
Location:	City of Peoria, Materials Management	Phone:	(623) 773-7115
Mailing Address:	9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345		

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Telephone: 520.444.4469 Fax: 888.339.6706

Name: Beverly A. Ginn

Email: bevginn@gmail.com

Edwards & Ginn, P.C.
Company Name

Authorized Signature for Offer

P.O. Box 68097
Address

Beverly A. Ginn
Printed Name

Tucson, AZ 85737
City State Zip Code

President
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by: Wanda Nelson
Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 7/1/2012

Approved as to form:
for
Stephen M. Kemp, City Attorney

CC:

Contract Number: ACON 30612

Contract Awarded Date June 20, 2012

for DZ
Dan Zenko, Materials Management Supervisor

Official File:

Copyright 2003 City of Peoria, Arizona

A CON 30612

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

June 6, 2012

SENT VIA EMAIL: bevginn@gmail.com

Beverly A. Ginn
Edwards & Ginn, P.C.
P.O. Box 68097
Tucson, AZ 85737

RE: City of Peoria Solicitation Number P12-0030
Law Enforcement Legal Advisor Services

Dear Ms. Ginn:

Congratulations, the City of Peoria intends to establish a contract with your Firm for Law Enforcement Legal Advisor Services. This letter is to inform you that the City accepts your requested adjustments to the Agreement Terms and Provisions as indicated on Page 8 & 9 of your submittal. The accepted changes are outlined below:

A. Standard Terms and Conditions is revised as follows:

Section 27, Patents and Copyrights. The City agrees that training materials and model policies created by the Firm while under contract to the City, including those that are created specifically for the City, shall be copyrighted by the Firm and may be used as desired by the Firm.

B. Special Terms and Conditions is revised as follows:

Section 6, Term of Contract, is deleted from contract and replaced with the following:

1) **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2) **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

C. Scope of Work is revised as follows:

1) Section 4, Compensation is revised to change the billing from a monthly basis to a quarterly basis.

2) Section 6, Privileged Communications. The City recognizes and accepts your point of clarification. "The legal bulletins, legal updates and legislative updates that we provide to our clients are often provided to all of our police clients, each of which is of course a "public agency." Communications specific to Peoria would be confidential and would be treated as privileged by the Firm, to the extent permitted by law."

A CON 30612

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

This will be part of your contract and will supersede any conflicting information from your original proposal. Please signify your acceptance of the above changes by signing below and returning to me as soon as possible. Electronic copy is acceptable.

6/6/12

Signature Date

If you have any questions please email me Lisa.Houg@peoriaaz.gov or call me at (623) 773-7191.

Sincerely,

Lisa Houg

Lisa Houg, CPPB
Contract Officer

A CON 30612

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms (if any) provided in this *Request For Proposal* package . It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal.* Oral statements or instructions will not constitute an amendment to this *Request for Proposal.*

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A professional service provider submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

11. **AWARD OF CONTRACT:**
    a. Notwithstanding any other provision of this *Request For Proposal,* The City expressly reserves the right to:
       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal.*
    b. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

A CON 30612

STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

   c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.

2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

   Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") 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, "Contractor Immigration Warranty").

   A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

   Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

   The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

   Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its

A CON 20612

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, error or omissions.

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

    a. Last minute failure of office equipment is not force majeure.

    b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

    Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party.

A CON 30612

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:

    a. Waive the non-conformance.

    b. Stop the work immediately.

    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.

27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.

28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

A CON 30612

Materials Management Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.

32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.

35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.

36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P12-0030**

Materials Management Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Law Enforcement Legal Advisor Services.**

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

5. **Contract Type:** Fixed Price

6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall remain in effect until all work required by the contractor is completed and accepted by the City. Work shall not commence until authorization to proceed is received from the City.

7. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.

8. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.

9. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session.

10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

    a. Method of Approach (250 points)
    b. Firm Experience (250 points)
    c. Staff Qualifications (250 points)
    d. Cost Considerations (200 points)
    e. Conformance to Request for Proposal (50 points)

11. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

12. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

13. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

14. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.

15. **Ownership of Documents:** All materials/design materials (hardcopy or electronic), drawings, specifications, reports, and other data developed by the Consultant, its assigned employees or subconsultants pursuant to this Agreement shall become the property of the City of Peoria as prepared, whether delivered to the City of Peoria or not. Unless otherwise provided herein, all such data shall be delivered to the City of Peoria or its designee upon completion of the agreement or at such other times as the City of Peoria or its designee may request.

    The City of Peoria shall indemnify and hold harmless the Consultant, its Subcontractors, Subconsultants, and their respective agents and employees from and against all claims, liabilities, demands, actions, costs and expenses (including attorneys' and experts' fees and costs) (collectively, "Claims") arising from any use by the City of Peoria, its successors or assigns of such Materials/Design Materials if reuse, modifications or amendments of any such materials/design materials are made without the prior consent and involvement of the Consultant.

16. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.

17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

19. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

    The Consultant's insurance shall be primary insurance as respects the 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 coverage afforded under the insurance policies to protect the City.

    The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

    The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

    The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

    The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

20. **Required Insurance Coverage:**

a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subletting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

d. Professional Liability

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than $1,000,000 each claim.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a □claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

Materials Management Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

23. **Independent Contractor:**

    a. General

        i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.

        ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

    b. Liability

        i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.

        ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

        The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

    c. Other Benefits

        The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

24. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.

    a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

    b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Confidential Information:**

    a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

    b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

Materials Management Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

26. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

    a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

    b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

    c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

    d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

    e. Ensure that offices and workspaces containing customer information are secure.

    f. Ensure that computer virus protection is up to date.

27. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

28. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.

    Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.

29. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:

Materials Management Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

a. The Consultant provides material that does not meet the specifications of the contract;

b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;

c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

a. Cancel any contract;

b. Reserve all rights or claims to damage for breach of any covenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;

d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:

   i. Deduction from an unpaid balance;

   ii. Or any other remedies as provided by law.

30. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract. The following is a list of allowable travel expenses under this contract agreement:

   a. Transportation:

      i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.

      ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

   b. Lodging and Meals:

      i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.

      ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accomodations within Peoria can be found on the following website: http://visitpeoriaaz.gov/accommodations.php

31. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites as per ARS 34-603.C.2(f).

   a. The City of Peoria Protest Policy and Procedures are available online at

      http://www.peoriaaz.gov/content2.aspx?ID=2071

      The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.

   b. The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at http://www.peoriaaz.gov/content2.aspx?ID=2141 under the "Learn more About" box on the right side of the web page.

	SCOPE OF WORK	Materials Management Procurement 9875 N. 85th Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P12-0030**	

1. PURPOSE

The City of Peoria, Arizona is requesting proposals from law firms or attorneys that specialize in law enforcement legal advisory services for the Police Department.

The City's intent is to contract with a law firm to assist in providing legal advice regarding the operation of the Peoria Police Department, periodic legal training to sworn police personnel employed by the City of Peoria, and legal review of operational policies and procedures.

2. BACKGROUND

The City of Peoria Police Department employs 188 Sworn FTE's and 100 Civilian FTE's. In 2010, the Police Department generated 17,771 reports and responded to 56,666 calls for service. Pursuant to Peoria City Charter Art. IV, Sec. 3 and Peoria City Code Sec. 2-76, the City Attorney is the chief legal advisor of all officers, departments, and agencies of the City of Peoria.

3. SCOPE OF SERVICES

A. The law firm or attorney shall be licensed to practice law in the State of Arizona and shall remain an active member in good standing of the State Bar of Arizona.

B. Any attorneys shall be under the supervision and control of the City Attorney while performing duties required by this contract. In the event of any disagreement between the City Attorney and any such attorneys, the legal opinion of the City Attorney shall govern.

C. The law firm or attorney shall provide legal consultation and advice to the Police Chief and command personnel related to administration and operation of the Peoria Police Department when necessary.

D. The law firm or attorney shall be available on normal business days for the consultation of any issue authorized by this contract during the hours of 0700 to 1800.

E. The law firm or attorney shall be available to provide emergency consultations on any issue authorized by this contract after regular business hours when emergency situations arise 24 hours a day, 7 days a week.

F. The law firm or attorney shall provide written law and legal reviews on significant new court decisions at the state and federal level that impact law enforcement.

G. The law firm or attorney shall provide legal review of high liability police policies and procedures.

H. The law firm or attorney shall provide legal training on an annual basis on legislative law changes and court decisions at the state and federal level that impact law enforcement.

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. The law firm or attorney shall draft or provide legal review of a variety of written agreements.

J. The law firm or attorney shall participate in the review and processing of Public Records Requests and Court Subpoenas relating to Police Department activities.

4. COMPENSATION

The contract is a fixed price contract and is not based on an hourly rate for services performed. The City agrees to pay the firm on a monthly basis for services rendered under the contract. The firm shall bill the City on a monthly basis by the 15th day of the month following. A separate statement shall be prepared and shall reflect a description of the work performed.

5. CONFLICT OF INTEREST

The contract entered into will prohibit any law firm or attorney executing the contract from engaging in or carrying on any legal activity on behalf of any client which is in any way directly adverse to the City of Peoria, Arizona or its interests, without the specific written consent and waiver of the Office of the City Attorney. Any firm awarded a contract pursuant to this request shall have a continuing duty to disclose such information.

6. PRIVILEGED COMMUNICATIONS

All confidential communications between the Contractor, employee or agent and counsel, whether oral or written, and all documentation, whether prepared by counsel or supplied by the Contractor shall be considered privileged communications and shall not, except as required by law, be communicated by firm to any public agency, insurance company, rating organization, contractor, vendor or consultant, whether or not connected in any matter with the firm or the City, without the prior consent of the City Attorney's office.

7. MEDIA RELATIONS

Contractor is not authorized by the City of Peoria to comment publicly on City of Peoria matters. All media inquires should be directed to the City of Peoria, Office of Communications, Public Information Office designee.

8. ADVERTISING AND PROMOTION

The name of City of Peoria shall not be used in any advertising or other promotional context by Contractor without prior written approval of the City Attorney's Office.

9. SUBMITTAL REQUIREMENTS

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as

Materials Management Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

contained in the Request for Proposal. Proposals shall be on 8 ½" x 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals shall not exceed twenty (20) pages in length, but shall include all of the elements below.

A. Method of Approach to accomplish the services outlined in the Scope of Services section of the Scope of Work. Include other areas that may not have been identified in the Scope of Services, but that may be of relevance and importance based upon your firm's experience in providing similar services to other clients.

B. Firm Experience. Include general background information with respect to the law firm with special focus on each area of law enforcement:
- the size and experience of the firm,
- the type of firm organization (i.e. partnership, professional corporation),
- the overall areas of practice of the firm,
- provide a list of at least three references from current or former public entity clients.

C. Staff Qualifications. Include specific information with respect to the area of law enforcement:
- the names and resumes of the attorneys who will be assigned to provide legal services under this contract,
- the number of years they have been practicing in that area of law,
- their position in the firm hierarachy,
- their specialist certification (if any).

D. Cost Considerations.
- Proposed annual fee for the services as outlined in the Scope of Work/Method of Approach.

10. PROPOSAL EVALUATION

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

A. Method of Approach.
B. Firm Experience.
C. Staff Qualifications.
D. Cost Considerations.
E. Conformance to Request to Proposal.

Proposals shall be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the front of the envelope.

Materials Management
Procurement
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The designated contact person is Lisa Houg, Contract Officer, City of Peoria. All questions regarding the proposal should be sent in writing via email to Lisa.Houg@peoriaaz.gov.

Contact with city staff other than the designated contact person indicated in the RFP, regarding the solicitation, is strictly prohibited during the proposal process.

	QUESTIONNAIRE	Materials Management Procurement 9875 N. 85th Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P12-0030**	

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions or Scope of Work:

See response to RFP, page 8.

City of Peoria Business License: Firms may be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at **salestax@peoriaAZ.gov.**

Upon contact with the City of Peoria Sales Tax & License Division, the Firm was advised that no business would be required.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No__X_____.

If yes, please provide details and documentation of the certification.

A CON 30612

Edwards & Ginn, P.C.
Serving Arizona Law Enforcement

Submittal in Response to:

RFP P12-0030
Due date and time: May 1, 2012, by 5:00p.m.
Attn: Lisa Houg, CCPB

Submitted by:

Beverly A. Ginn
P.O. Box 68097
Tucson, AZ 85737
(520) 444-4469
bevginn@gmail.com

A CON 00612

RESPONSE TO REQUEST FOR PROPOSAL

Law Enforcement Legal Advisor Services
RFP #P12-0030

OVERVIEW OF EDWARDS & GINN, P.C.; FIRM EXPERIENCE 1
ATTORNEY QUALIFICATIONS 2
METHOD OF APPROACH 4
Legal consultation and advice. 4
Legal Updates.. 5
Policy review. 5
Legal training for officers. 5
Review of written agreements, public records requests and court subpoenas.. 6
COST CONSIDERATIONS 7
REFERENCES 7
REQUESTED ADJUSTMENTS TO AGREEMENT TERMS AND PROVISIONS 8
Patents and Copyrights 8
Term of Contract 8
Compensation 8
Privileged Communication 9
REQUIRED FORMS FROM RFP 10
RESUMES 11
TRAINING CATALOG 12

A CON 30612

RESPONSE TO REQUEST FOR PROPOSAL

Law Enforcement Legal Advisor Services
RFP #P12-0030

OVERVIEW OF EDWARDS & GINN, P.C.; FIRM EXPERIENCE

Edwards & Ginn, P.C., was formed in 2006 with a single purpose – the provision of high quality legal services to small and medium-sized police agencies throughout the State of Arizona. The firm's partners – Eric B. Edwards and Beverly A. Ginn - have each spent a significant portion of their careers as in-house police attorneys, providing legal advice to police officers and command personnel on the various legal issues that arise in the provision of law enforcement services, and providing legal training of police officers.

The firm arose from a recognition of the need for access to experienced police attorneys by small and medium-sized law enforcement agencies. We contract on a flat fee basis with police agencies within the state, providing chiefs with day-to-day legal advice on a wide range of management issues, reviewing agency policies, providing legal updates on both judicial and legislative developments and providing training for police officers and managers in key areas of the law. The firm does not provide litigation services and does not represent individuals or entities in judicial or quasi-judicial forums. The firm's legal practice is limited to contracting with government police agencies for the provision of comprehensive police legal advisor services, providing legal training to governmental police agencies and private security entities, and providing legal services to a state-wide law enforcement chief's association. We are also in the process of preparing for publication and sale of the *Arizona Law Enforcement Policy Manual.*

The firm is organized as a professional corporation and the attorneys are equal partners in the management of the firm. A traditional office location, where clients may visit and consult with counsel, is not maintained. Rather, counsel provide legal services via in-person contact at the client agency, telephone, computer and on-site training. Eric Edwards resides in the Phoenix valley and Beverly Ginn resides in the Tucson area; client agencies are located throughout Arizona. The firm warrants that it is in compliance with all federal immigration laws and state immigration-related statutes.

A CON 30612

ATTORNEY QUALIFICATIONS

Eric Edwards, an attorney since 1996, retired from the Phoenix Police Department as a Lieutenant in May of 2011. He was a police officer for twenty five years and served as the Legal Advisor for the Phoenix Police Department (a department of 3200 sworn officers) from 1996 until his retirement. He has served as the Executive Director of the Arizona Association of Chiefs of Police (AACOP), is a graduate of the U.S. Dept. of Justice National Law Institute and is an experienced law enforcement instructor (Arizona Association of Chiefs Of Police, Arizona Law Enforcement Academy, Arizona Peace Officer Standards and Training Board, International Association of Chiefs of Police and many individual police agencies). He has for many years been a lobbyist for the law enforcement community in the State of Arizona, is the current president of the Arizona Law Enforcement Legal Advisors Association, and is a past officer of the Legal Officers Section of the International Association of Chiefs of Police. He holds a B.S. and a Juris Doctor, both from Arizona State University, and is licensed to practice law in the State of Arizona, the U.S. District Court for the District of Arizona, the Ninth Circuit Court of Appeals and the United States Supreme Court.

Eric's entire legal career has focused on the application of the law to law enforcement issues. He has extensive knowledge in substantive criminal law, procedural criminal law, and constitutional law (including specifically the First, Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments). He has studied at length the legal impact of police policy and procedure and has drafted innumerable police policies intended to guide the conduct of police officers. He has been involved as a police attorney in a significant number of highly complex criminal investigations and has guided the legal aspects of those investigations. For many years he acted as the liaison between the Phoenix Police Department and its outside litigation attorneys on all police professional liability cases. He has extensive experience training both new and experienced police officers, and has trained officers in a number of different agencies and several states.

Beverly Ginn has been an attorney for over thirty years. She holds a B.S. in Public Administration and a Juris Doctor, both from the University of Arizona. and is licensed to practice law in the State of Arizona, the U.S. District Court for the District of Arizona and the Ninth Circuit Court of Appeals.

Her career has included twenty-six years with the City of Tucson as a municipal attorney (twenty-two years) and Asst. City Manager (four years). She spent eight years practicing in the employment law area and, for the last seventeen years, has focused on police law (including twelve years as the Legal Advisor for the Tucson Police Department, a department of 1100 sworn officers). She has broad

A CON 50612

knowledge of employment and labor law issues (including equal employment, FLSA, and union issues) and extensive knowledge in substantive criminal law, procedural criminal law, and constitutional law (including specifically the First, Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments).

She has represented clients in Arizona Superior Court and U.S. District Court, and has argued before the Ninth Circuit Court of Appeals. She acted as the City of Tucson's liaison for outside litigation attorneys in complex environmental, employment and police professional liability litigation. She has studied at length the legal impact of police policy and procedure and has drafted a wide variety of police policies intended to guide the conduct of police officers.

She has extensive experience training both new and experienced police officers, and has presented training for both officers and police attorneys in Arizona and elsewhere. She is an experienced law enforcement instructor (Arizona Association of Chiefs Of Police, Arizona Peace Officers Standards and Training Board, International Association of Chiefs of Police, Southern Arizona Law Enforcement Training Center and many individual police agencies). She has served as the General Chair of the Legal Officers Section of the International Association of Chiefs of Police and as the co-chair of the Arizona Peace Officers Standards and Training Board Subject Matter Expert Committee dealing with Law and Legal Matters. She is also a past President of the Arizona Law Enforcement Legal Advisors Association.

Resumes of the firm's principals may be found following page 11 of this submittal.

A CON 30612

METHOD OF APPROACH

The scope of work requirements set forth in the RFP reflect in large part the services provided by Edwards & Ginn, P.C., to its police agency clients (our client list is presently limited to certain Arizona police agencies and the Arizona Chiefs of Police Association). In general, we are available to the chief of an agency (and to other levels of supervision within the agency depending on the exact terms of the contract) at all times, to assist in those issues that arise within a police department. As part of that service, we provide policy review (on policies that must necessarily reflect current law), legal updates (both legislative and judicial), and training (both line officer and supervisory). We do not engage in litigation of any type, judicial or quasi-judicial, on behalf of any of our client police agencies.

We generally begin a new client relationship by meeting with the City Attorney or General Counsel for the client, to establish a working relationship. The extent of involvement of the client's in-house counsel varies from agency to agency and tends to vary over time as well. With most of our clients, the City Attorney/General Counsel is only minimally involved in day-to-day operations. We copy the legal office with all written opinions and copies of all issued legal bulletins. When major policy issues occur (for example, the adoption of a legislative enactment like the recent SB 1070 on immigration), or significant events occur (officer involved shootings, for example) the City Attorney's Office may be much more involved. The Firm understands that the City Attorney's Office is the client's attorney of record and, in the case of any disagreement with regard to legal advice on a particular subject, the opinion of the City Attorney shall govern.

We will meet with the Chief and, ultimately with command staff, to introduce ourselves, exchange contact information and explain the services we provide. We generally recommend an initial set of training classes for the first year, as a method of introducing ourselves to agency officers. We seek to discover the agency's priorities in terms of legal assistance and establish a framework for responding to those priorities. Our services are provided in-person, by phone, and by computer.

With regard to the specific items articulated in the City's Request for Proposal for the City of Peoria, we propose to provide the following services.

> **Legal consultation and advice.** Counsel for the firm (hereinafter "Firm") will be available for consultation on legal issues with the Chief of Police, command staff and City Attorney (or designee) on a twenty-four hour a day basis. Cell phone numbers for both attorneys will be provided.

A CON 30612

If requested, written summaries of all contacts will be provided to the City Attorney's Office within three days.

Consultation will be related to administration and operation of the department, including substantive and procedural criminal law issues, internal investigations, public records and court subpoenas. Consultation in other areas of the law will be provided, on a limited basis, contingent upon agreement between the Firm and the City Attorney's Office.

Legal Updates. The Firm will provide the Police Department with timely legal updates on both new legislation (state and federal) and new court decisions (state and federal) that may impact current or future police operations. All such updates will also be provided to the City Attorney's Office.

The Firm will also provide an annual written summary of the changes to Arizona statutes that impact law enforcement officers. In addition, one of the available training sessions (see Training section, below) will be a Legal Update, which will provide an explanation of the legislative changes and a review of the previous year's judicial decisions (state and federal) that may impact law enforcement.

Policy review. Legal review of high liability police policies and procedures will be provided, focused on the following subject areas: use of force, emergency vehicle use (including pursuits and emergency driving), laws of arrest, interrogations and confessions, and search and seizure. Additional policy review or consultation in other areas of law, may be provided as agreed upon from time-to-time by the City Attorney's Office and the Firm.

From time to time, the Firm may offer other model policies or forms that are recommended for agency use in order to comply with legal requirements (for example, a model Notice of Investigation has been provided for use in compliance with the evolving Arizona statutory law on internal investigations of officer misconduct).

Legal training for officers. The opportunity will be provided for each commissioned peace officer at the Police Department to attend twelve (12) hours of legal training annually. Given the 24/7 schedule worked by law enforcement officers, and the number of sworn personnel employed by the Police Department, training that is scheduled at an agency will be scheduled three times, to permit as many of the agency's officers to attend as possible. In addition, eight (8) hours of supervisor or command level training may be offered each year. In light of the number of sworn supervisors and commanders at the agency, this training may be repeated

A CON 30612

twice, to permit all supervisors and commanders to attend, for a total of 16 hours of training.

In total, the Department will receive 52 hours of on-site training for its personnel. In addition, officers may attend any open training scheduled by Firm at any other law enforcement agency throughout the State of Arizona during the contract period, and may therefore receive significantly more training, if desired.

The Department will be able to choose from a variety of subjects related to the work performed by Arizona peace officers – a copy of our current training catalog may be found following page 12 of this submittal. In addition to the listed training, training may be customized to the needs of the agency.

All training will have been determined to qualify for AZPOST training credit before it is delivered to officers. (AZPOST now prohibits training providers from asserting that training is AZPOST "approved" or "certified." AZPOST requires that training providers simply indicate that the training has been "determined to qualify for POST training credit"). AZPOST does pre-qualify training if submitted for prequalification; all training provided by the Firm is pre-qualified.

The Department is responsible for providing the facilities and equipment necessary for the training, as well as the duplicating of all materials distributed for training. Officers from other agencies may from time to time attend training at the Department, space permitting.

Presently all training is done by one of the Firm's attorneys. The potential exists that, in the future, some training may be done by other qualified attorneys or experts in particular fields. Prior to using such personnel, their names and qualifications would be submitted to the City for approval, as required.

Samples of training materials are available upon request.

Review of written agreements, public records requests and court subpoenas. The RFP requests that the Firm "draft or provide legal review of a variety of written agreements." No definition is provided regarding the type of written agreements that may be included in this request; the Firm is certainly willing to review a reasonable number of such written agreements as are within the expertise of the Firm's attorneys, pursuant to agreement between the Firm and the City Attorney's Office.

A CON 30612

The RFP also requests that the firm "participate in the review and processing of Public Records Requests and Court Subpoenas." The Firm will work with the Department, in cooperation with the City Attorney's Office, to develop a fully articulated public records policy that includes direction on the handling of public records requests and the response to court subpoenas, and will train Department personnel on the implementation of that policy and the redaction of records. The Firm does not participate in the processing of public records requests and court subpoenas by searching for documents, gathering documents, or redacting documents, nor do we handle Special Actions (or provide other litigation services) related to public records releases. The firm does provide legal review and guidance reference records that should be released or may be withheld, redactions, the basis for objections, and so forth.

COST CONSIDERATIONS

The Firm offers to perform the services indicated in the Proposal for an **annual flat fee of $80,000**. This fee reflects the total cost of the services provided; the Firm does not bill for expenses.

The Firm does not offer payment via credit card, nor is an early payment discount offered. Invoices are generally submitted on a quarterly basis (invoices can be submitted on a monthly basis if required) and contain a general description of work performed. Actual time spent is neither tracked nor reported. Payment is due within 30 days of submission of the invoice. Invoices may be submitted on a less frequent basis (annually or semi-annually) at the request of the client.

REFERENCES

Chief Kevin Kotsur
Avondale Police Department
11485 W. Civic Center Dr.
Avondale, AZ 85323
(623) 333-7201

Chief John Griffin
Safford Police Department
525 10th Ave.
Safford, AZ 85546
(928) 432-4100

A CON 30612

Chief Tony Daykin
University of Arizona
UA Police Department
1852 E. First St.
Tucson, AZ 85721
(520) 621-5703

Ms. Jane Fairall
Deputy Town Attorney
Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653
(520) 382-1941

REQUESTED ADJUSTMENTS TO AGREEMENT TERMS AND PROVISIONS

Patents and Copyrights, Standard Terms and Conditions, paragraph 27, page 6. The Firm would request an exception to the standard terms and conditions relating to Patents and Copyrights, agreeing that training materials and model policies created by the Firm while under contract to the City, including those that are created specifically for the City, shall be copyrighted by the Firm and may be used as desired by the Firm.

Term of Contract, Special Terms and Conditions, paragraph 6, page 8. The term of the contract is listed as remaining in effect until all work required by the contractor is completed and accepted by the City. The work performed by the Firm is not of a finite nature, other than by the definition of the payment period of a flat rate for an annual time. We would therefore request that the term of the contract be stated as annual, renewable in future years if desired by both parties, at a to-be-determined fee.

Compensation, Scope of Services, paragraph 4, page 15. The Firm seeks to minimize fees for its primarily government clients by avoiding many of the fixed costs associated with other law firms, including avoiding the maintenance of fixed office locations, not engaging in hourly billing, and not passing through travel costs or other miscellaneous expenses, among other items. One of our cost saving methods is to bill our clients quarterly, rather than monthly. If required, we can bill on a monthly basis; our preference would be to bill on a quarterly basis, at the rate of $20,000 per quarter.

A CON 30612

Privileged Communication, Scope of Services, paragraph 6, page 15. This is actually not a request for adjustment to the Agreement as much as it is a point of clarification. The standard language used in this paragraph states, among other things, that "all documentation, whether prepared by counsel or supplied by the Contractor shall be considered privileged communications and shall not, except as required by law, be communicated to any other public agency...." 8.8.e. We want to be clear that the legal bulletins, legal updates and legislative updates that we provide to our clients are often provided to all of our police clients, each of which is of course a "public agency." Communications specific to Peoria would be confidential and would be treated as privileged by the Firm, to the extent permitted by law.

A CON 30612

REQUIRED FORMS FROM RFP

Completed copies of Pages 1 and 18 of the RFP follow this page.

A CON 0612

RESUMES

The resumes of Eric B. Edwards and Beverly A. Ginn, the partners of the Edwards & Ginn, P.C., law firm, follow.

A CON 30612

Eric B. Edwards

12946 West Modesto Drive
Litchfield Park, Arizona 85340
Ph: 602-321-3249
E-mail: ericbedwards@gmail.com

Edwards & Ginn, P.C.

- 2006-Present Founding partner in Edwards & Ginn, P.C., a law firm whose client base is limited to police agencies and whose focus is to provide the full range of police legal advisor services to small and medium-sized police agencies. The firm provides police personnel with day-to-day legal advice on a wide range of management issues, reviews agency policies, provides legal updates on both judicial and legislative developments, provides training for police officers and managers in key areas of the law, and provides real-time legal assistance to first-line supervisors in the performance of their police duties

PHOENIX POLICE DEPARTMENT – Retired in 2011 as Lt. and Sr. Law Specialist

- 2000-2011 Legal Support Division Lieutenant Law Specialist & Legislative Liaison
- 1996-2000 Legal Support Division Sergeant Law Specialist & Legislative Liaison
- 1992-1996 Legal Support Division Officer
- 1991-1992 Property Management Bureau Detective
- 1990-1991 Field Training Officer
- 1989-1990 Repeat Offender Program Detective
- 1988-1989 Walking Beat Officer
- 1985-1988 Patrol Officer

OTHER EXPERIENCE

- 2006-Present Arizona Law Enforcement Legal Advisors Association, served as Board Member, Current President
- 2005-Present Co –chair and appointed member, Law and Legal Subject Matter Expert Committee, Arizona Peace Officer Standards and Training Board
- 2005-2007 IACP, Legal Officer Section, Board Member
- 2002-2007 U.S. Attorney for Arizona, Law Enforcement Coordinating Committee Executive Committee Member
- 2003-2007 Arizona Association of Chiefs of Police Executive Director
- 1996-2006 Arizona Association of Chiefs of Police Legislative Liaison
- 1995 Arizona House of Representatives Legislative law Intern

QUALIFICATIONS

- With Edwards and Ginn:
  - Responsible for providing the full range of police legal advisor services, assisting chiefs and commanders with day-to-day legal advice on a wide range of management issues (including criminal and constitutional law, police professional liability, employment law, and labor law (including collective bargaining and other union issues), reviewing agency policies, providing legal updates on both judicial and legislative developments, providing training for police officers and managers in key areas of the law and providing real-time (24/7/365) assistance to first-line supervisors in the performance of their police duties.

- Act as counsel for the Arizona Chiefs of Police, on a pro bono basis, assisting with organizational issues and with the development of the association's response to proposed legislation on a state and federal level.

- For the Phoenix Police Department:

  - Responsible for legal advice for the department's approximately 3,400 sworn and 1,000 civilian employees. This included legal consultation, training, policy review, review and drafting of court orders, assisting with major criminal investigations, consulting with outside counsel on civil litigation, reviewing court decisions, and responding to legal inquiries.
  - Responsible for overseeing legal instruction at the Arizona Law Enforcement Academy. Classes included Search & Seizure, Laws of Arrest (includes legal justifications for use of force), Interview Law, Constitutional Law, Rules of Evidence, and Liability Issues.
  - Responsible for legal advice for the Department Use of Force Board. This included training new members and providing legal advice and policy interpretation for the Use of Force Board.
  - Responsible for legal advice and training to the Professional Standards Bureau on topics including *Garrity*, *Brady*, Search and Seizure, determining whether specified conduct amounted to criminal conduct, and civil liability.
  - Responsible for representing the interests of the Department at the State Legislature and Federal Congress, as well as numerous State and Federal Agencies (1996-2011).
  - Former Executive Director of the Arizona Association of Chiefs of Police, responsible for all duties assigned by the Executive Committee including scheduling, arranging, and overseeing all meetings and training sessions, as well as serving as the chief financial agent of the Association (2002-2006).

EDUCATION

- 2005 Department of Homeland Security, Employment Law for Police Legal Advisors
- 1999 Department of Justice, National Law Institute
- 1992-1995 Arizona State University School of Law, Tempe, Arizona – (Pedrick Scholar)
- 1987-1992 Arizona State University, Tempe, Criminal Justice Major
- 1987-1990 Glendale, Phoenix, and Mesa Community College, Arizona
- 1985 Phoenix Police Academy, Graduate
- 1980-1984 University of Akron, Akron, Ohio

PROFESSIONAL DEVELOPMENT

- Certified Instructor and Subject Matter Expert on Law and Legal Issues, Racial Profiling, and Legislative Issues for the Arizona Peace officers Standards and Training Board
- Instructor of legal classes for the International Association of Chiefs of Police, Arizona Law Enforcement Academy, Governor's Office of Highway Safety, Law Enforcement Coordinating Committee, FBI National Academy Alumni Conference as well as numerous law enforcement, prosecutor and court agencies
- Instructor of continuing legal education for the police legal advisors and the State Bar of Arizona
- Guest instructor at Arizona State University and Rio Salado Community College

AWARDS AND ACHIEVEMENTS

- Numerous commendations from supervisors, citizens, departments within the City of Phoenix, and other Police Departments

PROFESSIONAL MEMBERSHIPS

- Arizona State Bar Association- member since 1996
- Arizona Law Enforcement Legal Advisors Association– member since 1992

- International Association of Chiefs of Police
- IACP, Legal Officers Section
- West Valley Chiefs- Associate member since 2003
- Maricopa County Bar Association- former member of Board of Directors for Public Lawyer Division

COMMUNITY SERVICE

- Pro Bono Legal Counsel for the Arizona Association of Chiefs of Police
- Volunteer with Boy Scouts of America
- Volunteer with Florence Crittenton
- Volunteer Child Protective Services
- Volunteer public speaking/education on law and legislation

Beverly A. Ginn
P.O. Box 68097
Tucson, AZ 85737
(520) 444.4469
bevginn@gmail.com

EDUCATION

University of Arizona, College of Law
Juris Doctor, 1977

University of Arizona
Bachelor of Science in Public Administration, 1974

Admitted to practice: Arizona; U.S. District Court for the District of Arizona; Ninth Circuit Court of Appeals

Continuing education - ongoing attendance at a wide variety of legal seminars, intended to maintain current knowledge in relevant areas of the law, as well as ongoing attendance at various police and management seminars, focused primarily on the effective management of police and municipal services and resources.

SUMMARY OF EXPERIENCE

Over 30 years of increasingly responsible experience as an attorney and manager, including experience establishing and managing a small law firm, providing a broad range of services to clients; and as an assistant city manager, management attorney, police legal advisor, supervising attorney and trial attorney for a large city. Presently serve as a partner in a law firm serving local government, university and junior college police departments; retired from the City of Tucson after twenty-six years of service.

LEGAL AND MANAGEMENT EXPERIENCE

PARTNER in Edwards & Ginn, P.C., 2006 - present

Partner in law firm whose primary clients are city, town and university police departments. Responsible for providing the full range of police attorney services, assisting chiefs and commanders with day-to-day legal advice on a wide range of management issues (including criminal and constitutional law, police professional liability, employment law, labor law (collective bargaining and other union issues), reviewing agency policies, providing legal updates on both judicial and legislative developments, providing training for police officers and managers in key areas of the law and providing real-time (24/7) assistance to first line supervisors in the performance of their police duties. Act as counsel for the Arizona Chiefs of Police, on a pro bono basis, assisting with organizational issues and with the development of the association's response to proposed legislation on a state and federal level. Provide day-to-day management of law firm.

PRINCIPAL ASSISTANT CITY ATTORNEY, Assigned as Legal Advisor, Tucson Police Department, August, 1994 - 2006

Senior in-house counsel to large urban police department providing both legal and management advice to Chief and senior commanders. Provided management level legal assistance to command personnel in employment law, criminal law, contracts, labor-management issues, Fair Labor Standards Act, public relations, public records release; provided ongoing legal advice and guidance regarding handling of all high profile police related events, including internal investigations and high profile investigations, such as those involving alleged election law violations; represented the agency before various administrative and judicial bodies on subjects as wide ranging as public records law and the development of statewide law

enforcement certification criteria; drafted proposed statewide legislation and assisted in lobbying efforts regarding law enforcement related legislation; provided field level legal assistance to patrol commanders and line personnel on a 24/7 basis; assisted outside litigators in handling all police professional liability litigation; assist agency with labor/management issues.

Significant assignments and accomplishments:

- Introduced basic risk management concepts to command and supervisory staff through provision of in-house and consultant assisted training; implemented an expanded legal training program, including daily training program for all sworn personnel which resulted in additional 24 hours of training per year, at no additional cost.

- As appointed member and Vice Chair of the Law and Legal Subject Matter Expert Committee for the Arizona Peace Officers Standards and Training Board (AZPOST), assisted with the revision of all law and legal training outlines used statewide and production of test questions on these subjects for new recruit final comprehensive licensing examination. Also appointed to AZPOST Rules Advisory Committee, which advises Board on establishment of basic requirements for peace officer certification.

- Attained leadership positions in both statewide police attorneys organization (Legal Advisors Association of Arizona) and national police attorneys organization (International Association of Chiefs of Police Legal Officer's Section) and have presented at numerous conferences and training sessions for attorneys and law enforcement professionals.

- Assisted Tucson Police Department in attaining certified status through preparation of all written law and legal policies necessary to complete the CALEA accreditation process.

- Assumed responsibility for all legal training at the regional peace officer training academy and regularly trained new and advanced peace officers in constitutional law, use of force, laws of arrest, search and seizure, civil liability, civil disputes, critical incident training, legal updates, and other subjects.

- Expanded and managed in-house counsel's office, including establishment of second attorney's position, paralegal position, grant funded legal interns and use of staff officers.

ASSISTANT CITY MANAGER, JUNE 1990 – AUGUST 1994

Served as an Assistant City Manager. Tucson is a full-service city, which was then the 33rd largest city in the nation, employing over 4,000 full-time city employees with an annual budget in excess of $500 million. As Assistant City Manager, was responsible for management direction to the Departments of Planning and Zoning, City-County Library, Human Resources, Community Services (housing) and Parks and Recreation.

Significant assignments and accomplishments:

- Assisted in managing through one of the most serious budget crises ever faced by the city, reducing city expenditures by $26 million in the first year of service, without reducing city services or the city work force.

- Participated in and managed city-county negotiations concerning continued consolidated funding and expansion of the Library system. Directed and participated in evaluation of the feasibility of consolidating city and county parks departments. Assisted with evaluations of consolidation for city and county information services systems and court systems.

- Assisted with the management of significant environmental issues which arose following the delivery of Central Arizona Project water.

- Participated in executive recruitments or selection decisions appointing the Directors of the Library, Human Resources, Transportation, Fire, Police, Community Services, and Solid Waste Departments.

- Assisted with economic development projects, including the successful effort to avoid the closing of the Davis-Monthan Air Force base.

- Participated in the development of the 1994 General Obligation and Water Bond issues placed before the voters.

PRINCIPAL ASSISTANT CITY ATTORNEY, October, 1987 - June, 1990
ASSISTANT CITY ATTORNEY III, April, 1983- October, 1987
ASSISTANT CITY ATTORNEY II, September, 1980 - April, 1983

Civil Division staff attorney, beginning February, 1982. Position included working directly with the Mayor and Council Members on litigation involving the city; preparation of resolutions and ordinances implementing policy direction; advising senior city management in the resolution of employment law issues; investigating allegations of sexual harassment and EEO violations and assisting in their resolution; representing the city before administrative, judicial and quasi-judicial bodies, including the Civil Service Commission, Tucson City Court, Arizona Superior Court, Arizona Court of Appeals, U.S. District Court for the District of Arizona and the Ninth Circuit Court of Appeals; writing and implementing city equal employment and other labor related policies, and presenting educational seminars in employment law to city management and line staff.

Significant assignments and accomplishments:

- Assisted in litigation which successfully defended the Mayor regarding alleged open meeting law violations.

- Handled complex class action litigation in the state and federal court systems on both employment law issues (cases including equal pay and national origin discrimination) and environmental law issues (alleged physical injury caused by water contamination).

- Drafted complete revision of City Charter provisions related to city merit system, which was approved by voters.

- Acted as legal advisor to the Civil Service Commission, Tucson Women's Commission, Tucson Human Relations Commission and Magistrates Merit Selection Commission, providing substantive and procedural advice, including open meeting law issues.

ASSISTANT CITY ATTORNEY II, September, 1980 - April, 1983
Supervisor, Criminal Division, September, 1980 - February, 1982.

Promoted to supervisory position; performed as assistant to Chief Prosecutor and as Acting Chief Prosecutor in his absence; assisted in hiring of new professional and support staff; supervised eight trial attorneys and similar number of clerical support staff; supervised motions and appeals section, including training and supervision of legal interns and associated clerical staff; assisted with preparation of division budget; trained new attorneys.

Significant assignments and accomplishments:

- Developed and implemented first organized training program for new attorneys.

- Revamped internal file handling procedures to enhance prosecutorial effectiveness.

- Developed and implemented warrant quashing program to eliminate illegal arrests on warrants that were outdated or improperly issued.

- Designed and proposed new pre-trial hearing process for City Court (reducing officer overtime and more effectively processing criminal cases).

ASSISTANT CITY ATTORNEY I, June 1979 - September, 1980
Trial attorney, Criminal Division, June 1979 - September, 1980.

As a prosecuting attorney, tried multiple bench and jury trials; handled all aspects of prosecution, from pre-trial motions through appeals; appointed as special Deputy County Attorney for purpose of handling conflict felony cases.

PROFESSIONAL ORGANIZATIONS AND ACTIVITIES

Member, State Bar of Arizona
Past General Chair, Legal Officers Section, International Association of Chiefs of Police
Past President, Legal Advisors Association of Arizona
Past Co–chair, member Law and Legal Subject Matter Expert Committee, Arizona Peace Officer Standards and Training Board
Member, Arizona Women's Lawyers Association
Member, Pima County Bar Association
Member, Arizona Association of Chiefs of Police

References Provided Upon Request

TRAINING CATALOG

The Edwards & Ginn, P.C., Training Catalog follows.

A CON 30612

TRAINING CATALOG
Legal training for law enforcement officers

FIRST AMENDMENT ISSUES; FREEDOM OF SPEECH AND EXPRESSION

Police officers and the First Amendment (4 hours)

Police officers often encounter First Amendment issues – the right to freedom of speech, the free exercise of religion, freedom of the press and the right to peaceable assembly and petitioning the government for redress of grievances – in the course of their duties. This training addresses those free speech issues that officers regularly confront: protected speech (the exchange of ideas; contempt of cop) versus non-protected speech (obscenity, pornography, true threats; fighting words; incitement to riot), as well as issues related to demonstrations, and freedom of the press. The government's right to regulate First Amendment protected activities, by regulating the time, place and manner of speech and assembly is also addressed.

FOURTH AMENDMENT ISSUES: SEARCH AND SEIZURE

Critical to the performance of policing at any level, from patrol to investigations, is a thorough understanding of the law of search and seizure. Given the breadth of the subject matter, training is offered both in half-day and full-day refresher trainings, and in shorter trainings focused on particular search and seizure issues.

Search and Seizure Refresher (4-8 hours)

A refresher for experienced officers, covering the fundamentals of the law of search and seizure, including the law related to seizures; search and arrest warrants; and the recognized exceptions to the warrant requirement.

Here are the facts; You make the call (2-4 hours)

A refresher for experienced officers, this training relies entirely on facts from cases involving search and seizure issues. Officers review the factual situations and determine whether the search or seizure involved in each case was lawful. If it is determined that the conduct of the officers in the case was unlawful, and that the evidence will be suppressed, then further discussion will be encouraged to determine how the officers could have proceeded to lawfully discover and seize the evidence in question.

Laws of Arrest and Seizure (2-4 hours)

Focused solely on seizures, this training discusses the law related to contacts, stops and arrests; when the standards of reasonable suspicion and probable cause apply; the consequences of an illegal detention; the circumstances under which arrest warrants are required and the issues related to the service of both criminal and civil arrest warrants; detaining foreign nationals or dignitaries; citizens arrests; and special issues related to juvenile arrests.

Vehicle Searches (2 hours)

Vehicles are treated differently under the Fourth Amendment than people or homes. This training explores the exceptions to the warrant requirement for searching vehicles, and the impact on those exceptions of the United States Supreme Court 2009 decision in *Arizona v. Gant.*

Consent Searches (2 hours)

The vast majority of searches performed by police officers are based on a person's consent. This training explores the legal issues which the courts address when reviewing consent based searches. Necessary documentation of consent is discussed, as are the factors the court will consider when determining whether or not consent was granted voluntarily and knowingly under the law. The training will include issues related to the authority or apparent authority to provide consent, revocation of consent, consent by co-tenants, and consent in special relationships, such as parent-child.

Premises Entries, or Can We Kick the Door Now? (4 hours)

It remains true in the United States that a person's home is his or her "castle." The home receives the highest protection from the Supreme Court under the Fourth Amendment. Officers who enter a home without a warrant must be able to demonstrate a lawful basis for the entry. This training includes a discussion of where a house starts and ends for constitutional purposes (the concept of curtilage

versus open fields), the issuance of search warrant, and the various exceptions to the warrant requirement for the lawful warrantless entry to a home.

Search warrants – not when, but how (2 hours)

This training focuses on how an officer actually applies for and receives a search warrant, including training on completion of an affidavit and utilization of either telephonic or fax warrant procedures. The training includes a discussion of the various legal issues that arise in the execution of a warrant, including the requirement to knock and announce, the right to search those present on the premises, and when an additional warrant may be required.

FOURTH AMENDMENT ISSUES: USE OF FORCE

Use of Force Refresher (4 hours)

A refresher for experienced officers, covering the legal issues involved in the use of force. The training includes a discussion of the constitutional issues as well as a review of the Arizona statutory law providing justification for the use of force.

Complex Issues in the Use of Force (4 hours)

This training, intended for sworn personnel of all ranks, addresses the legal issues involved with use of non-deadly force by law enforcement. This is intended to be advanced training and will focus on the specific application of the general legal principles involving the use of force to specific uses of non-deadly force by police officers, including review of current judicial decisions involving non-deadly force and potential civil liability.

Citizen's arrests and the use of force for non-sworn personnel (4 hours, this training is not eligible for AZPOST credit)

This training is available to agencies that use civilian personnel as police aides or security personnel. The purpose of the training is to familiarize such personnel, and their supervisors, of the limits of their authority to detain or arrest a person, or to use force on that person.

Legal issues in the use of canines (4 hours)

This training, intended for sworn personnel of all rank, addresses the legal issues involved with the use of canines by law enforcement. Basic concepts involved in the use of force will be reviewed, including the objective reasonableness standard for the use of force. Leading cases involving canines will be discussed, including those discussing the use of force factors for canines, reasonableness of the use of canines in certain circumstances, deadly force issues involving canines and the use of canines during enforcement of minor traffic violations. There will also be a review of liability issues related to the use of canines.

FIFTH AND SIXTH AMENDMENT ISSUES: THE LAW OF INTERROGATIONS AND CONFESSIONS

***Miranda* and confessions** (2- 4 hours)

A review of the law related to *Miranda* and confessions, including both the 5th Amendment and 6th Amendment. When is *Miranda* required? When can an officer reinitiate questions if a person has invoked? Under what circumstances may an officer question a person who has invoked under Miranda and is still in jail? What is the distinction between the 5th an 6th Amendment rights to counsel? When does the 6th Amendment right to counsel come into play, and what is its affect?

ETHICS

Dishonesty and Bias – the impact of *Brady v. Maryland* (2 hours)

This training explores the impact of the United States Supreme Court's decision in *Brady v. Maryland* and the cases that follow it. Discussion includes the requirement that police agencies disclose certain types of witness misconduct (that which demonstrates a propensity for dishonesty, bias, moral turpitude or lack of integrity) to the prosecution. This disclosure requirement applies to officers as well, which may result in the disclosure to the prosecution of known or suspected acts of misconduct by an officer. The training will discuss when such disclosure must be made, what happens to the information once provided to the prosecutor, and the existence and impact of so-called "Brady lists."

CIVIL LIABILITY

Civil Liability Overview (2-4 hours)

An overview of the principles of civil liability and the application of those principles to policing. Included will be a discussion of those steps that line officers can take to limit or reduce liability for themselves and their agencies.

Training Liability for FTO's (2 hours)

This training focuses on potential liability in the training setting, including negligent training and supervision as well as equal employment opportunity issues. The training will include a discussion of those actions that training officers can take to limit or reduce liability in the training environment.

Civil Liability for Supervisors (2 hours)

This training involves an overview of the principles of civil liability and the application of those principles to policing, with the emphasis on supervisor liability, negligent training, negligent hiring, and negligent retention. The training will include a discussion of those actions that supervisors can take to limit or reduce liability.

VEHICLE OPERATIONS

Emergency and pursuit driving (4 hours)

Emergency and pursuit driving focuses on the liability issues involved in pursuit and emergency driving. The training includes a discussion of state statutory responsibilities and the potential liability under the United States Constitution and federal civil rights laws, as well as Arizona law.

OTHER AREAS OF INTEREST

Civil Disputes and Civil Standbys (Cure for the Common Call) (2-4 hours)

Police officers spend as much (and in some communities, more) of their time on patrol handling civil issues as they do criminal ones. This training involves a discussion of the myriad of challenging, confusing and potentially high liability civil disputes to which officers respond, including child custody and visitation complaints; mechanic's (and other) liens; residential and commercial landlord-tenant; orders of protection and injunctions prohibiting harassment; towed vehicles; vehicle repossessions; foreclosures and similar calls.

Legal Updates – new legislation, recent court decisions (3-4 hours)

Annually, the length of this class depends on the number of new laws adopted by the State and federal legislatures and the number of cases decided by the courts - Arizona, Ninth Circuit and Supreme Court – that have significant impact on law enforcement. This training is devoted to a review of new legislation adopted by the State or federal legislature in its last session, and recent judicial decisions by the Arizona and federal courts which may impact the manner in which Arizona police officers perform their jobs.

Immigration issues, including SB 1070 (2 hours)

This training reviews the current state of the law relating to immigration issues. Training will include the federal court's position on the right of local law enforcement to enforce federal immigration laws as well as the various statutes presently on the books that require officers to take some action when contacting a person who apparently is not a citizen. A discussion of the current status of SB 1070 will be included.

Legal Issues in Investigation - Advanced (4 hours)

Intended for detectives and other investigative personnel, this training covers the more complex questions arising in follow-up investigations. Among the issues that may be included in this training are the following: the application of the 5th and 6th Amendments to jail interviews and in the use of undercover officers and confidential informants; the application of the 4th Amendment to the searches of computers, PDA's, GPS devices and cell phones; evidentiary issues, including the more complex hearsay rules; officer's obligations under Rule 15 (disclosure), Brady, and the Arizona public records law; physical characteristics orders, pen registers, trap and trace devices, wiretap orders, the release of stolen property and the impact of the federal medical records law (HIPAA).

Legal issues for SRO's (4 hours)

Schools, and the juveniles in them, raise some specific legal issues for law enforcement officers. Included in this training will be a discussion of search and seizure in the schools, including the authority of school officials versus the authority of police officers; the rights of juveniles under Miranda (and the role of their parents; criminal investigations in the schools and the cooperation (or not) of school officials; specific state statutes related to schools and law enforcement and; FERPA (Family Educational Rights and Privacy Act), the federal law which regulates and limits law enforcement access to school records.

Police Officers as Prohibited Possessors (1-2 hours)

Both federal and state laws related to the issuance of orders of protection and convictions for domestic violence may have significant impacts on an officer's right to carry a firearm, and therefore the officer's career. The training reviews those statutes, explaining to officers the impact of violations of those statutes and/or the issuance of certain orders of protection.

Law of Domestic Violence (2-4 hours)

A refresher of the law as it relates to domestic violence. This training does not address the cycle of violence and other social issues related to domestic violence, but rather focuses on the Arizona and federal statutes related to domestic violence and aggravated domestic violence, and the issuance and enforcement of orders of protection, emergency orders of protection, and injunctions against harassment.

Title 13/28/DR's refresher (4-8 hours)

The subject matter included in this training is as requested by the agency scheduling the training. Instructors will focus on the review of those Title 13 and Title 28 sections requested to be reviewed, and may include training regarding the fundamental elements in the preparation of effective DR's.

Arizona Public Records Law

Judicial interpretations of the Arizona Public Records Act have radically changed the documents that police agencies must make available to the media and the public. This training reviews the latest court decisions and statutory changes, and explains the process that agencies must adhere to in responding to public records requests. The liability for failure to provide prompt and complete access to public records is discussed, including the potential for the payment of attorneys' fees and costs.

TRAINING FOR SUPERVISORS AND COMMANDERS

Collective Bargaining, Now and in the Future (2 – 4 hours)

Currently, Arizona leaves the issue of whether or not to bargain with public safety employee associations up to each city and town in the state. This training will discuss the impact of the adoption of meet and confer ordinances, the negotiation and implementation of a memorandum of understanding, and the changes mandated by collective bargaining, Arizona style.

ABC's of Employment Law (4 hours)

This training consists of a brief overview of the key federal, state and local laws relating to employment, including Title VII of the 1964 Civil Rights Act and its amendments, Age Discrimination in Employment Act, Americans With Disabilities Act and its amendments, Equal Pay Act, Pregnancy Discrimination Act, the Fair Labor Standards Act, Family Medical Leave Act, USERRA (military service), certain Constitutional provisions, Worker's Compensation, and similar laws. The prohibition against retaliation and the protection afforded to both victims and witnesses will be discussed. The training is intended to familiarize supervisors with this area of the law so that most employment related legal issues can be avoided, or identified early enough to be managed appropriately with the assistance of agency human relations professionals or attorneys.

Current Legal Issues in Command (4-8 hours)

Much like the legal updates training, the subject matter of this training changes from year to year, as it is intended to be time spent on the "hot" legal issues facing law enforcement managers. In recent years, time has been spent on union issues and the development of the Arizona peace officer's bill of rights, including the changing statutory rights afforded officers in discipline under 38-1101; *Brady v. Maryland* and the "Brady lists" being kept by Arizona prosecutors; an array of immigration related

statutory and policy issues; *Garrity* and its place in internal investigations and the threat posed by increasing employment law litigation.

Police Discipline – a legal review (4 hours)

An overview of the legal and practical issues involved in police discipline, including discussion of policy, performance standards and evaluation processes; rating inflation; the application of consistent discipline; the role of unions; types and levels of discipline; the roles and responsibilities of managers, supervisors and employees; investigations (administrative and criminal) and the continuing need to work cooperatively with the workforce.