

CONTRACT FOR PURCHASE OF SERVICES

Contract No. 2021-53

This Contract is entered into this ____ day of _____, 20__ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and Compunnel Software Group, Inc., a New Jersey corporation ("Agency").

WHEREAS, the City of Flagstaff desires to receive and Agency is able to provide services; and

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Scope of Work: Agency shall provide the services generally described as follows:

TEMPORARY PERSONNEL SERVICES

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Compensation: Agency's shall be paid for satisfactory performance of the work, in accordance to the Fee Schedule identified in Exhibit A. Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than \$50,000; otherwise City Council approval is required.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B, are hereby incorporated into this Contract by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Insurance: Agency shall meet the Insurance Requirements of the City, set forth in Exhibit C.
5. Contract Term: The Contract term is for a period of one year unless terminated pursuant to the Standard Terms and Conditions. This Contract will be effective as of the date signed by both parties.
6. Renewal: This Contract may be renewed or extended for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
7. Notice. Any formal notice required under this Contract shall be in writing and sent by certified mail and email as follows:

To the City:

Brian Eilerts
Senior Procurement Specialist
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
brian.eilerts@flagstaffaz.gov

To Agency:

Nitisha Kainthola
Compunnel Software Group, Inc.
103 Morgan Ln, St. 102
Plainsboro, NJ 08536
sledbids@compunnel.com

With a copy to:

Jennifer Caputo
Human Resource Manager
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jcaputo@flagstaffaz.gov

8. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

AGENCY

Print name: _____

Title: _____

Date: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Date: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20____

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

RIGHT TO CONTROL: The City has the right to control the details of the temporary employees' work while assigned to the City. The City has the sole discretion to decide whether a proposed temporary employee is appropriate for the position sought. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug test and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

PERFORMANCE QUALITY STANDARDS - TESTING REQUIREMENTS: Agency will be required to conduct a basic skills test (either on paper or computer) for temporary employees who are to be placed at the City of Flagstaff so as to determine their general skill level and to determine, when applicable, their proficiency/competence with the various requirements of typing speed and ability to use the various software programs used by the City (Microsoft Word, Excel, and Access). If requested, a copy of the test results shall be sent by facsimile or email to the City of Flagstaff Human Resources Division designee placing the request for temporary services to determine the suitability of the suggested temporary for the position.

PERFORMANCE QUALITY STANDARDS - REFERENCE REQUIREMENT: Agency will check references for temporaries to be placed in general, administrative and labor positions to determine if past employers felt their knowledge, skills, and abilities were adequate, rehire status, and to the extent possible, that there were no behavioral problems. If the temporary employee is a former City of Flagstaff employee, the City Human Resources Section must be notified before any discussion of placement as a temporary employee at the City occurs. The City reserves the right to conduct further background checks on temporaries if it deems necessary.

HIRING OF TEMPORARY EMPLOYEES AS CITY EMPLOYEES: Agency shall not be entitled to any referral fee or placement fee from the City of Flagstaff should the City hire any Agency temporary employee for a regular City position.

TEMPORARY PERSONNEL SERVICES OPERATING PROCEDURES

An employee of the City of Flagstaff will call the Agency to place an order stating the position, typical duties, person and Section the temporary will report to, starting time, date, and length of employment. The Agency must verify the hourly rate for the position ordered.

When the City of Flagstaff calls the Agency by 1:00 p.m., the Agency must supply a temporary employee by 8:00 a.m. the following day. (City summer hours are: 7:00 a.m. – 4:00 p.m.) The Agency must inform the Division utilizing the service of the name of the temporary employee that will be working in the position ordered. In addition, the Agency shall inform the temporary employee of the Section in which he/she will be located.

The necessary start and finish hours for general laborers will vary during summer and winter months. Employees must be available within a one-hour on-site request and should be available daily to the City of Flagstaff on a 24-hour basis 7 days a week. 12-hour shift work may be necessary. Approximate Summer and Winter Hours: Summer start hours: 4:00 a.m. or 5:00 a.m. finishing approximately at 10:00 p.m. Winter start hours: 2:00 a.m. or 4:00 a.m. finish hours will vary.

At a minimum, general laborers must be in safety work boots, gloves and be prompt in arriving to the work-site. Due to seasonal conditions, employees should come prepared to work in adverse weather conditions. Please indicate if employees are provided general working tools from your Agency.

General laborers will be required to operate gas powered equipment: weed eaters/wackers, blowers, sprayers, sidewalk cleaners, snow blowers, ladders (less than 10 feet), basic tools: hand tools, pruners, hedges, shovels, racks, brooms, etc. and other equipment as deemed necessary for completion of duties as assigned by Section. Positions of this class perform a high degree of physical exertion and heavy lifting.

All contacts regarding Temporary Services must be made with the City section utilizing the service.

When supplying a temporary employee, the Agency must ensure the following:

One temporary employee per order unless the time period is extended by the City Section requesting the temporary employee. Whenever this change is made, the Agency must supply the Department with the name of the replacement.

Once a temporary employee is assigned to a City Section, the temporary employee is expected to work the full assignment unless the temporary employee or supervisor is dissatisfied with the assignment. Temporary employees are not to be reassigned by the Agency.

Assigned temporary employees must meet position specifications as set forth in the Temporary Services Position Specifications or as agreed upon. The City reserves the right to request another temporary employee if the first does not meet performance standards.

The City reserves the right to adjust the base rate for temporary employees who exceed the job skill level as indicated.

All temporary employees are expected to report to work on time and dress appropriately for public contact. The Agency is required to attach time sheets to all invoices. To expedite invoice payments, the Agency must indicate the Division, and Section in which the temporary employee worked (i.e. Planning, Library, Water, Streets, etc.) on the invoice. Separate invoices should be provided for each temporary employee.

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**FEE SCHEDULE
POSITION SPECIFICATIONS**

GROUP ONE: ADMINISTRATIVE ASSISTANT

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned.

Performs various clerical duties, utilizing standard office equipment, to include screening incoming calls, taking and transmitting messages, distributing mail, making photocopies of various documents, typing, data entry, and word processing.

Examples of type of assignment may include:

- **Switchboard Operator** – operates a central switchboard console receiving and routing calls and e-mails to appropriate personnel and departments. Provides telephone and City directory assistance. Additional duties may include account clerk duties of a low-level, well-prescribed and routine nature such as coding numbers on invoices and checking for accuracy. Experience in account clerk area is not necessary. Additional duties may also include File Clerk projects, some data entry. Basic knowledge of office equipment such as copier, fax machine, and Microsoft office suite products required.
- **File Clerk** – Performs filing, numerically and alphabetically. Additional duties may include light typing, photocopying, data entry of a well prescribed and routine nature, and answering telephones. Experience in the data entry area is not necessary.
- **Data Entry Clerk** – Enters numeric and alpha data of a diverse variety into a mainframe computer on a large production basis. Additional duties include verifying the accuracy of input data and editing output for accuracy. Requires experience, speed and accuracy in electronic data input.
- **Clerk** – Performs clerical duties of a very basic nature. Primary duty is typing on a personal computer. Additional duties may include answering the telephone, serving as a receptionist, or performing simple filing. Acceptable typing speed is 35 to 40 words per minute. Experience with personal computers is not necessary.
- **Receptionist** – Performs various clerical and receptionist duties to include greeting and assisting customers, answering the telephone, and filing. Light typing may be required. Experience with personal computers is not necessary.

Compunnel

Estimated Hours: unknown

Hourly Rate: \$23.40

**FEE SCHEDULE
POSITION SPECIFICATIONS**

GROUP ONE: ADMINISTRATIVE SPECIALIST

Performs a wide variety of tasks. Duties range from the most routine and repetitive to the most complex of administrative support tasks requiring employee to take initiative, make judgment calls, and make decisions for the functions/processes for which they are assigned. Responsible for a broader range of duties with more flexibility in making decisions and carrying out tasks (within prescribed procedures) for all functions within the work unit.

Provides excellent customer service to both internal and external customers. Performs professional level administrative duties. Entails reporting directly to a department or division head, and running the office, usually with no other clerical support or support of a clerk nature. Requires extensive office clerical experience at the secretarial level, a proficiency in Microsoft word, version 6.0-computer software, and ability to type from taped transcription. Acceptable typing speed is above 65 words per minute.

Examples of type of assignment may include:

- **Customer Service Administrative Specialist** – Receives payment by cash, check, credit cards, wires, automatic debits, etc. Issue receipts, refunds, credits, or change due to customers. Count money in cash drawers at the beginning of shifts to ensure that amounts are correct and that there is adequate change, as well as balance funds at end of shift. Greet customers entering City Hall, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments throughout the City. Communicates clearly with field personnel through two radio system. Clearly and politely communicates with customers in person, on the phone, and in writing. Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Performs other duties of a similar nature or level.

- **Sales Tax Administrative Specialist** – Creates and maintains various confidential records, files, and databases requiring compilation of varied information. Answers written and oral inquiries of a routine and complex nature. Receives, sorts, and distributes a variety of correspondence, records, and information from the general public. Files documents alphabetically, numerically, or by other prescribed methods. Processes a variety of forms and paperwork, using established procedures. Types, data enters, or word-processes a variety of technical documents; compiles data and prepares reports. Receive payment by check and wires. Issues receipts, refunds, or credits due to customers. Greet customers, answering customer questions, and providing information on procedures or policies, as well as directing to appropriate staff and departments. Clearly and politely communicates with customers in person, on the phone, and in writing. Using computers and software application programs, must be exceptionally proficient in filing, data entry, 10-key, customer service, prioritizing work and performing multiple tasks, the ability to listen to and understand information and ideas presented through spoken words and sentences; maintaining various confidential records; ability to use mathematics to solve problems and calculate tax payments. Performs other duties of a similar nature or level.

Compunnel

Estimated Hours: unknown

Hourly Rate: \$26.08

GROUP TWO: GENERAL LABORERS

1. Equipment Operator

The Equipment Operator is responsible for performing a wide variety of tasks. Tasks performed range from lesser complex equipment operation, unskilled, and semi-skilled manual labor duties to highly skilled equipment operation duties associated with heavy equipment.

Work may be performed under direct supervision to exercising a considerable amount of independence and initiative in performing the responsibilities assigned. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

May require a Commercial Drivers License (CDL).

Compunnel **Estimated Hours: unknown** **Hourly Rate: \$28.60**

2. Maintenance Worker

Performs semi-skilled and unskilled manual labor duties associated with various city departments.

Examples of type of assignment may include:

- **Parks – Maintenance Worker** - work performed are maintaining grounds, plants, trees, and shrubs associated with parks, building grounds, and rights of ways, removes litter and manually empties trash cans, drags, lines and prepares ballfields, operates small tractor with attachments, cleans and restocks public restrooms, cleans armadas, playgrounds, outdoor courts, and other Parks & Recreation amenities. Loads/unloads equipment, trims trees with power saws, cuts weeds with a power string trimmer, and digs holes with hand tools.

Employees of this class perform unskilled manual labor related to maintaining grounds, ballfields, rights-of-ways, tails, and facilities. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible parks maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

Ability to successfully complete Arizona Department of Public Safety and FBI criminal history fingerprint background investigation required.

Compunnel **Estimated Hours: unknown** **Hourly Rate: \$26.04**

- **Landfill – Maintenance Worker** - work performed is liter pick up in various areas of the City Landfill and surrounding areas. Loads bags onto appropriate vehicles for disposal. Employees of this class perform unskilled manual labor related to liter pick up. May be assigned to routine tasks to be performed independently. Under direct supervision of a fulltime, tenure-eligible landfill maintenance staff. Work generally requires heavy physical exertion and may be performed under adverse weather conditions.

Requires experience as a laborer in maintenance and a wide variety of construction work, ability to follow oral and written instructions. Must be at least 18 years of age. Must be willing and able to accommodate shift changes including weekends, evenings, nights, and/or 12-hour shifts.

Compunnel **Estimated Hours:** unknown **Hourly Rate:** \$26.01

- **Snow – Maintenance Worker** - Performs unskilled or semi-skilled labor related to snow removal. The work requires hand shoveling of snow, operating snow blowers, under adverse weather conditions. Hours will vary and up to 12-hour shifts may be necessary. Must possess, or obtain upon employment, a telephone, and be available for emergency work. Must possess a valid driver's license and be eligible to drive on behalf of the City.

Compunnel **Estimated Hours:** unknown **Hourly Rate:** \$26.04

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EXHIBIT B

CITY OF FLAGSTAFF STANDARD TERMS AND CONDITIONS

IN GENERAL

1. **NOTICE TO PROCEED:** Agency shall not commence performance until after City has issued a Notice to Proceed.
2. **LICENSES AND PERMITS:** Agency its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract, and provide copies to City upon request.
3. **COMPLIANCE WITH LAWS:** Agency shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of this Contract.
4. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, this Contract is non-exclusive and the City reserves the right to contract with others for materials or services.

PAYMENT

5. **INVOICES:** A separate invoice shall be issued for each job completed. Invoices shall include the Contract and/or Purchase Order number, and dates when the work was performed. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory services received and accepted by City.
6. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Agency, City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.
7. **TAXES:** Agency shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Agency's performance of this Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line item dollar amount in the Agency's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Agency's invoices.

8. **FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
9. **OFAC:** No City payments may be made to any person in violation of Office of Foreign Assets Control regulations, 31 C.F.R. Part 501.

SERVICES

10. **INDEPENDENT CONTRACTOR:** Agency shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
11. **QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.

INSPECTION, RECORDS, ADMINISTRATION

12. **RECORDS:** The City shall have the right to inspect and audit all Agency books and records related to the Contract for up to five (5) years after completion of the Contract.
13. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Agency or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
14. **PUBLIC RECORDS:** This Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law, A.R.S. § 39-121 et seq. If Agency has clearly marked its proprietary information as "confidential", the City will endeavor to notify Agency prior to release of such information.
15. **CONTRACT ADMINISTRATION:** Agency will be required to participate in the City's Contract Administration Process. Agency will be closely monitored for contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION, INSURANCE

16. **GENERAL INDEMNIFICATION:** Agency shall indemnify, defend and hold harmless the City, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney's fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Agency or damages to any property arising or alleged to have arisen out of the negligent performance of the Contract, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. This indemnification provision shall survive termination or expiration of the Contract. This indemnification clause shall not apply, if a different indemnification clause is included in the City's Specific Terms and Conditions.
17. **INSURANCE:** Agency shall maintain all insurance coverage required by the City, including public liability and worker's compensation.
18. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Agency shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract. Agency shall promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, or alleged unfair competition resulting from similarity in design, trademark or appearance of goods, and indemnify the City against any and all expenses, losses, royalties, profits and damages,

attorneys fees and costs resulting from such proceedings or settlement thereof. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

19. **PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
20. **COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the parties.
21. **AMENDMENTS:** This Contract may be amended by written agreement of the parties.
22. **SEVERABILITY:** If any term or provision of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted, and the remainder of this Contract shall remain in full force and effect.
23. **NO WAIVER:** Each party has the right insist upon strict performance of the Contract, and the prior failure of a party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
24. **ASSIGNMENT:** This Contract may be assigned by Agency with prior written consent of the City, which will not be unreasonably withheld. Any assignment without such consent shall be null and void. Unless expressly provided for in a separately executed Consent to Assignment, no assignment shall relieve Agency (Assignor) from any of its obligations and liabilities under the Contract with respect to City. The Purchasing Director shall have authority to consent to an assignment on behalf of City.
25. **BINDING EFFECT:** This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

26. **SUBCONTRACTING:** Agency may subcontract work in whole or in part with the City's advance written consent. City reserves the right to withhold consent if subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Agency is responsible for Contract performance whether or not subcontractors are used.
27. **NONDISCRIMINATION:** Agency shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Agency located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02Civil Rights which also prohibits discrimination based on sexual orientation, or gender identity or expression.
28. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City

contracts and projects. Agency personnel shall abstain from use or possession of illegal drugs while engaged in performance of this Contract.

- 29. IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Agency hereby warrants to the City that the Agency and each of its subcontractors will comply with, and are contractually obligated to comply with, all State and Federal Immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A) (hereinafter "Agency Immigration Warranty"). A breach of the Agency Immigration Warranty shall constitute a material breach of this Contract and shall subject the Agency to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Agency or subcontractor employee who works on this Contract to ensure compliance with the Agency Immigration Warranty. Agency agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Agency and any subcontractors to ensure compliance with Agency's Immigration Warranty. Agency agrees to assist the City in regard to any random verification performed. Neither Agency nor any subcontractor shall be deemed to have materially breached the Agency Immigration Warranty if Agency or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

- 30. TERMINATION FOR DEFAULT:** If Agency fails to meet the requirements of this Contract, including the Scope of Work and Specifications and/or the City of Flagstaff Temporary Personnel Services Operating Procedures, at any time during the term of the Contract, the Contract will be canceled upon thirty (30) days written notice.
- 31. CITY REMEDIES:** In the event of Agency's default, City may obtain required services from a substitute Agency, and Agency shall be liable to the City to pay for the costs of such substitute service. City may deduct or offset the cost of substitute service from any balance due to Agency, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
- 32. AGENCY REMEDIES:** In the event of City's default, Agency may pursue all remedies available at law, except as provided for herein.
- 33. SPECIAL DAMAGES:** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- 34. TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Agency.
- 35. TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, this Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Agency. If this Contract is terminated, City shall be liable only for payment for satisfactory services received and accepted by City before the effective date of termination.
- 36. TERMINATION DUE TO INSOLVENCY:** If Agency becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is

appointed over all or a substantial portion of the property of Agency under federal bankruptcy law or any state insolvency law, Agency shall immediately provide the City with a written notice thereof. The City may terminate this Contract, and Agency is deemed in default, at any time if the Agency becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Agency's ability to perform under the Contract.

37. **PAYMENT UPON TERMINATION:** Upon termination of this Contract, City will pay Agency for satisfactory performance up until the effective date of termination. City shall make final payment within thirty (30) days from receipt of the Agency's final invoice.
38. **CANCELLATION FOR GRATUITIES:** The City may cancel this Contract at any time, without penalty or further liability to Agency, if City determines that Agency has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant ("Gratuities") in connection with award or performance of the Contract.
39. **CANCELLATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511):** The City may cancel this Contract within three (3) years after its execution, without penalty or further liability to Agency.

MISCELLANEOUS

40. **ADVERTISING:** Agency shall not advertise or publish information concerning its Contract with City, without the prior written consent of the City.
41. **NOTICES:** All notices given pursuant to this Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four (4) days after being sent; (c) or sent by overnight courier, with receipt deemed effective two (2) days after being sent. Notice may be sent by email as a secondary form of notice.
42. **THIRD PARTY BENEFICIARIES:** This Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
43. **GOVERNING LAW:** This Contract shall be construed in accordance with the laws of Arizona.
44. **FORUM:** In the event of litigation relating to this Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
45. **ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
46. **NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the parties certify that they are not currently engaged in and agree, for the duration of the Contract, not to engage in a boycott of Israel.

EXHIBIT C

INSURANCE REQUIREMENTS

1. In General. Agency shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with this Contract by the Agency, its agents, representatives, employees or Agencies.
2. Requirement to Procure and Maintain. Each insurance policy required by this Contract shall be in effect at, or before, commencement of work under this Contract and shall remain in effect until all Agency's obligations under this Contract have been met, including any warranty periods. The Agency's failure to maintain the insurance policies as required by this Contract or to provide timely evidence of renewal will be considered a material breach of this Contract.
3. Minimum Scope and Limits of Insurance. The following insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City does not represent or warrant that the minimum limits set forth in this Contract are sufficient to protect the Agency from liabilities that might arise out of this Contract, and Agency is free to purchase such additional insurance as Agency may determine is necessary.

Agency shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

b. Umbrella Coverage \$2,000,000

c. Automobile Liability –
Any Automobile or Owned, Hired
and Non-owned Vehicles
Combined Single Limit Per Accident
for Bodily Injury & Property Damage \$1,000,000

d. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

4. Self-Insured Retention. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and volunteers. Agency shall be solely responsible for any self-insured retention amounts. City at its option may require Agency to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

5. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured. In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents and employees shall be named and endorsed as additional insureds with respect to liability arising out of this Contract and activities performed by or on behalf of the Agency, including products and completed operations of the Agency, and automobiles owned, leased, hired or borrowed by the Agency.
 - b. Broad Form. The Agency's insurance shall contain broad form contractual liability coverage.
 - c. Primary Insurance. The Agency's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents and employees, shall be in excess of the coverage of the Agency's insurance and shall not contribute to it.
 - d. Each Insured. The Agency's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited. Coverage provided by the Agency shall not be limited to the liability assumed under the indemnification provisions of this Contract.
 - f. Waiver of Subrogation. The policies shall contain a waiver of subrogation against the City, its officers, officials, agents and employees for losses arising from work performed by Agency for the City.
6. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Buyer listed in the original Solicitation and shall reference the Contract Number:
- Attention: Brian Eilerts
Contract No. 2021-53 Temporary Personnel Services
Purchasing Department
City of Flagstaff,
211 W. Aspen Avenue
Flagstaff, Arizona 86001.
7. Acceptability of Insurers. Agency shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A- : VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.
8. Certificates of Insurance. The Agency shall furnish the City with certificates of insurance (ACORD form) as required by this Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City project/contract number and project description shall be noted on the certificates of insurance. The City must receive and approve all certificates of insurance and endorsements before the Agency commences work.

9. Policies. The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Contract at any time. The City shall not be obligated, however, to review any insurance policies or to advise Agency of any deficiencies in such policies and endorsements. The City's receipt of Agency's policies or endorsements shall not relieve Agency from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Agency's obligations under this Contract.

10. Modifications. Any modification or variation from the insurance requirements in this Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.