

CITY COUNCIL REPORT



Meeting Date: June 11, 2019
 General Plan Element: ***Public Services & Facilities***
 General Plan Goal: ***Provide services to improve neighborhoods and the lives of Scottsdale residents***

ACTION

Authorize Contract with Global Ties Arizona. Adopt Resolution No. 11489 authorizing Contract No. 2019-088-COS, for \$75,000 in FY2019/20 and \$75,000 in FY 2020/21, with Global Ties Arizona to assist international visitors, provide protocol services, and to provide office space for the Scottsdale Sister Cities Association.

BACKGROUND

Global Ties Arizona (formerly known as the World Affairs Council and later as the Arizona Council for International Visitors) was founded in 1964 in Phoenix and moved to Scottsdale in the 1980's. The City of Scottsdale has contracted with this organization since 1994 to provide internationally featured amenities such as protocol services and the scheduling of international visits to the City. In 2012, the World Affairs Council changed their operating name to the Arizona Council for International Visitors (AZCIV). The name was changed again recently to Global Ties Arizona, in an effort to mirror the name of the national partner, Global Ties U.S., which is affiliated with the U.S. State Department.

Global Ties Arizona arranges professional appointments with city and community executives, quarterly board meetings, cross-cultural sessions and seminars, provides U.S. Department of State protocol information upon request, plans for lodging, appointments, tours and social events and responds to international visitors' requests for information on Scottsdale.

As part of their mission, the organization has brought visitors from nations around the world including: Turkey, Oman, Nepal, Tunisia, United Kingdom, Albania, South Africa, Bangladesh, Kazakhstan, Jordan, Korea, Belgium, Bulgaria, Brazil, Macedonia, Kyrgyzstan, Mexico, Morocco, Saudi Arabia, Palestinian Territories, People's Republic of China, Libya, Northern Africa, India, Central Asia, France, Czech Republic, Finland, Germany, Sweden, Azerbaijan, Afghanistan, Uzbekistan, Former USSR, Iraq, Iran, Pakistan, Philippines, Ukraine, Australia, Hong Kong, Indonesia, Malaysia, Ireland, Russia, Switzerland, Algeria, Belarus, Malawi, Nigeria, Slovakia, and Zambia.

ANALYSIS & ASSESSMENT

Policy Implications

Approval of this contract would continue the City's support of *Global Ties Arizona* to assist international visitors traveling to Scottsdale under U.S. State Department programs, as well as provide office space for the Scottsdale Sister Cities program.

Because it provides office space, meeting rooms and office equipment for the Scottsdale Sister Cities Association, Global Ties Arizona also supports the continuation of the Sister Cities program and the City's relationship with its Sister Cities. The City has an agreement with the Scottsdale Sister Cities Association (Contract No. 2018-081-COS) to provide \$15,000 annually to support the Association.

Contract Terms

This is a sole source contract. No other local organization provides the types of services offered by Global Ties Arizona. This organization is the only local affiliate of Global Ties U.S., which is affiliated with the U.S. State Department.

The term of the contract is two years beginning on July 1, 2019 and ending on June 30, 2021. The contract requires Global Ties Arizona to continue submitting quarterly reports on its activities and financial statements. The contract allows for termination with thirty days' notice to the contractor.

Global Ties Arizona is requesting a fee of \$75,000 for each year of this two-year contract – total cost of this contract, if approved, would be \$150,000 using General Fund operating dollars.

Community Involvement

Global Ties Arizona is a non-profit organization, which involves Scottsdale volunteers in its activities annually. This contract also provides office space for the Scottsdale Sister Cities Association – another community-based organization.

RESOURCE IMPACTS

Available funding

Funding for year one of this contract in the amount of \$75,000 in FY2019/20 has been anticipated and is included in the FY 2019/20 Operating Budget scheduled for adoption on June 11, 2019.

The \$75,000 for year two of the contract in FY2020/21 will be requested during the FY2020/21 budget development process.

Staffing, Workload Impact

Administration of this contract requires no new staff resources. This service requires nominal city staff support.

OPTIONS & STAFF RECOMMENDATION

Recommended Action

Adopt Resolution No. 11489 authorizing Contract No. 2019-088-COS, for \$75,000 in FY2019/20 and

City Council Report | Approval of Contract No. 2019-088-COS with Global Ties Arizona

\$75,000 in FY 2020/21, with Global Ties Arizona to assist international visitors, provide protocol services, and to provide office space for the Scottsdale Sister Cities Association.

STAFF CONTACT

Brad Lundahl, (480) 312-2683, blundahl@scottsdaleaz.gov

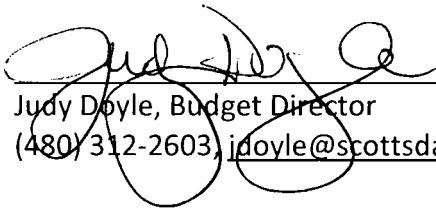
APPROVED BY



Brad Lundahl, Government Relations Director
(480) 312-2683, blundahl@scottsdaleaz.gov

5-24-19

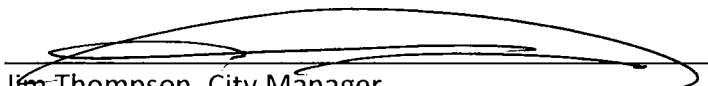
Date



Judy Doyle, Budget Director
(480) 312-2603, jdoyle@scottsdaleaz.gov

5.24.19

Date



Jim Thompson, City Manager
(480) 312-2800, JThompson@ScottsdaleAZ.gov

5/24/19

Date

ATTACHMENTS

1. Resolution No. 11489
2. Contract No. 2019-088-COS

RESOLUTION NO. 11489

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT NO. 2019-088-COS WITH WORLD AFFAIRS COUNCIL OF ARIZONA, INC., D/B/A GLOBAL TIES ARIZONA

WHEREAS, the City desires to contract for protocol services, cross-cultural assistance, assistance with cultural exchange programs affiliated with the U.S. Department of State, and assistance in supporting the Scottsdale Sister Cities programs; and

WHEREAS, the Purchasing Director has issued, in accordance with the City's Procurement Code, a sole-source determination with respect to the provision to the City of the above-described services by World Affairs Council of Arizona, Inc., d/b/a Global Ties Arizona;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor is authorized and directed to execute Agreement No. 2019-088-COS with World Affairs Council of Arizona, Inc. d/b/a Global Ties Arizona, a two-year services agreement in the amount of \$75,000 annually.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 11th day of June, 2019.

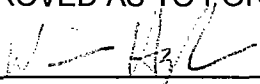
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By: William Hylan,
Senior Assistant City Attorney



**CITY OF SCOTTSDALE
CITY SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 11th day of June, 2019, by and between the City of Scottsdale, a municipal corporation of the State of Arizona, hereinafter referred to as "City," and World Affairs Council of Arizona, Inc. d/b/a Global Ties Arizona an Arizona non-profit corporation, hereinafter referred to as "Contractor."

WITNESSETH

The City desires to contract for protocol services, cross-cultural assistance, assistance with cultural exchange programs affiliated with the U.S. Department of State, and assistance in supporting the Scottsdale Sister Cities programs; and

The Contractor is duly qualified to perform the requested nonprofessional services;

In consideration of the mutual promises and obligations, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

The City's Sole Source determination No. 17SS042 is incorporated herein by this reference.

1.1 SERVICE DESCRIPTION

Contractor will perform the following services and meet the following requirements:

- A. Develop and administer programs designed to promote business and social contacts between Americans and foreign visitors.
- B. Assist Scottsdale officials when meeting foreign counterparts and arrange cross-cultural training sessions and seminars.
- C. Manage a volunteer program to host international visitors.
- D. Provide the City of Scottsdale with information and individual training related to protocol, cross cultural communications and business negotiations, including, but not limited to business card translation services, monetary exchange information and other travel information.

- E. Respond to international visitor requests for information on visiting the City of Scottsdale.
- F. Provide office space and phone answering services during regular business hours for Scottsdale Sister Cities, Inc., a private, not-for-profit organization whose mission is to promote Scottsdale as a leader in the areas of international friendship and goodwill.
- G. Submit quarterly documentation to the Contract Administrator on the status of achieving the annual goal of 350 participants who have been brought to Scottsdale through association with the International Visitor Leadership Program and other international programs or organizations.
- H. Submit an Annual Performance Report. Within thirty days after the close of the City's fiscal year, the Contractor will submit to the Contract Administrator a report on the performance of the Contractor as it pertains to this agreement. The report will include an analysis of the effectiveness of the program, including documentation of year-end performance of the indicator set forth in Paragraph G above. Copies of reports, promotional literature and communications, advertisements and related materials prepared with contract funds shall also be provided to the City.
- I. Submit Quarterly Performance Reports. In addition to the annual performance report as required by Paragraph H above, the Contractor shall provide quarterly reports to the City, which shall include a brief narrative of program progress to date, an update of the performance indicator, and an outline of program objectives for the ensuing months. Quarterly performance reports shall be due fifteen (15) days after the close of each quarter.
- J. Submit Quarterly Expenditure Reports. In addition to the annual performance report as required by Paragraph H above, the Contractor shall provide quarterly expenditure reports to the City which shall be due fifteen (15) days after the close of each quarter.
- K. No later than May 31 of each year during the term of this Agreement, Contractor shall deliver to City a budget vs. actual report for the current year as well as a proposed budget for the following year for all funds to be received or expended by Contractor, to include received or anticipated funding from other sources. Other sourced funding shall be clearly indicated as line items separate from City funding received under this Agreement.
- L. Provide the City with a copy of the Contractor's annual tax return no later than one hundred twenty (120) days after the end of the Contractor's Fiscal Year (September 30).
- M. Submit a report to the City Council six months prior to the expiration of the contract, including the last Annual Performance Report and whether the Contractor plans to seek renewal of this contract.

- N. Incorporate and integrate social media and web development into an organization communication strategy, highlighting Scottsdale's involvement in the communication strategy.
- O. Identify media opportunities to highlight Global Ties involvement with the City.
- P. Invite and arrange logistics for international visitors to attend City Council meetings for appropriate introductions.
- Q. Provide an international protocol seminar at the request of the Scottsdale Mayor or City Council members, with complimentary attendance for all City of Scottsdale employees.
- R. Inform City of Scottsdale Council Members and staff of upcoming groups of international visitors and arrange meetings with visitors and Scottsdale officials whenever possible.
- S. At the request of the Contract Administrator, provide an update to the Scottsdale Tourism Development Commission with a performance report in accordance with the provisions of subsection (H).

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

Billing records must be recorded and submitted to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records and other evidence pertaining to costs incurred and make these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The amount paid to Contractor, inclusive of all expenses under this Contract, will be: \$75,000 for services rendered from July 1, 2019 through June 30, 2020; and \$75,000 for services rendered from July 1, 2020 through June 30, 2021.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.3.1 PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Ste 220
Scottsdale, Arizona 85251-4468

2.4 PRICE ADJUSTMENT

Not applicable.

3.0 TERM, TERMINATION

3.1 TERM

This Contract is effective as of July 1, 2019 and shall expire on June 30, 2021.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this contract for its sole convenience with 30 days written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of any termination, the Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Contractor's compensation will be based upon this determination. The City will make this final payment within 60 days after the Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors, which Contractor could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this contract with 7 days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable

to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.2.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least 30 days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is Brad Lundahl, Government Relations Director, or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Contractor will channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Contractor's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's 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 Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

Wendy Anderton, CEO and President
Global Ties Arizona
7525 E. Camelback Road, Suite 102
Scottsdale, Arizona 85251
(480) 945-7750

In the case of City:

Brad Lundahl
Government Relations Director
City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, Arizona 85251
(480) 312-2683

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractor's performance of this contract. The City will have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services will be undertaken without first obtaining the written approval for the advertising or publicity from the City Contract Administrator and by the City Attorney.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The approval of the City must be obtained before the addition of any Subcontractors.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate date of submittal. If your acceptable Affidavit is already on file with the City, that filing satisfies this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or do not advise us of your previous filing within 10 calendar days of the City's request you may be considered nonresponsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/Purchasing> on the Vendor Resources page at the bottom right under Forms.

4.24 ISRAEL BOYCOTT PROVISION

By entering into this Contract with City, the Contractor certifies that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

4.25 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.26 INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions stated in this contract are separate and independent from the indemnity provisions of this paragraph and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.27 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1.2 No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of,

its obligation to maintain the required insurance at all times during the performance of this Contract.

- 5.1.3 Coverage Term:** All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- 5.1.4 Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance stating that applicable coverage is in force and contains the required provisions for the 3 year period.
- 5.1.5 Policy Deductibles and or Self Insured Retentions:** The policies stated in these requirements may provide coverage which contain deductibles or self insured retention amounts. Any deductibles or self insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 5.1.6 Use of Subcontractors:** If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 5.1.7 Evidence of Insurance:** Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions. Certificates will specifically cite the following provisions:
1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
 2. Contractor's insurance must be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

5.2.1 Commercial General Liability: Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.2 Vehicle Liability: If any vehicle is used in the performance of the scope of work that is the subject of this contract, Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

5.2.3 Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

6.0 *SEVERABILITY AND AUTHORITY*

6.1 *SEVERABILITY*

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

6.2 *AUTHORITY*

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly

authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this 11th day of June, 2019.

**CITY OF SCOTTSDALE, a
municipal corporation**

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

CONTRACTOR:

By: _____
Wendy Anderton
CEO and President

By: _____
Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR:

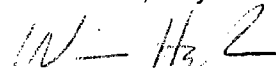
By: 
Brad Lundahl
Government Relations Director

By: _____
Robert Schoepe
Purchasing Director

By: _____
Katherine Callaway
Risk Management Director

APPROVED AS TO FORM:

Bruce Washburn, City Attorney

By: 
William Hylan /
Senior Assistant City Attorney