

CITY CLERK ORIGINAL

C-10038
06/02/2015



CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 2 day of June, 2015, between **The Penchant Group** ("Recruiter" or "we") and **the City of Glendale, Arizona** ("Client"), (collectively, the "parties").

Services

Recruiter provides search and placement recruitment services, including providing its clients with information concerning applicants whom Client agrees to consider for employment. The applicants we present are located through our reputation, recruiting partners, and effective recruiting tools. Client agrees to keep confidential the identities and related information we present concerning applicants and to use this information solely for the purpose of Client's consideration of these applicants.

Contingency Recruitment

Client understands that we work on a contingency basis. Each order we receive must be balanced against all other orders currently available to us and, because the relationship is nonexclusive, the applicants we contact may be presented to more than one client. The fee for our services if an applicant presented by us to the Client, and which the Client has not already received an application, is hired by Client or any of its affiliates on a permanent, part-time, contract, consulting or any other basis at any time within one year of the date the applicant is submitted to Client by Recruiter.

Warranty/Cost

If the applicant voluntarily leaves or is discharged by the Client within 90 days from the date of employment or commencement of contract work, we will make every effort to find a suitable replacement applicant at no cost, provided that Client has paid our Fee in full in accordance with the net terms of this Agreement. This warranty does not apply if:

- Client does not give Recruiter the exclusive opportunity to replace the applicant within a reasonable length of time.
- The applicant is discharged by Client following a layoff, downsizing or reorganization of the position.
- The applicant is discharged following the Client's involvement in a sale or merger.

Rate and Fee

Contract/Consulting. For each applicant engaged by Client on a contract or consulting basis, Client agrees to pay Recruiter a rate of \$29.00 an hour for the requested resource as stated in Exhibit A for an undetermined period of days. The total amount of that may be charged under this contract shall not exceed \$46,400.00

Permanent Hire. For each applicant hired by Client as an employee, rather than on a contractor or consultant basis, Client agrees to pay Recruiter a fee equal to twenty five percent (25%) of the first year's



base salary and sign on bonus, if applicable, (the "Fee") for each applicant hired by Client. This Permanent Hire fee applies if applicants were first engaged through Recruiter on a contract or consulting basis. This provision shall apply during the term of this agreement and for one year after its termination.

Terms and Procedure

Client agrees to notify Recruiter as promptly as practicable when it issues an employment offer letter to an applicant and again when the applicant accepts an offer. Client will provide Recruiter by fax, email, or other convenient means, copies of the offer letter and written acceptance. Recruiter understands and acknowledges that a job offer by Client is contingent upon a number of additional steps in the employment process including, but not limited to, background and reference checking. The Fee will be considered fully earned when an offer has been extended and accepted, and Recruiter will issue an invoice at that time. The Fee is payable in full by Client within thirty (30) days of the applicant's starting date.

Agreement Non-Exclusive

Recruiter agrees that this Agreement is non-exclusive and that nothing in this contract shall be interpreted as a restriction on Client's right to procure personnel services from any other vendor or through its own auspices.

Confidentiality

Client agrees not to disclose information provided by Recruiter about applicants to anyone outside of Client's organization who needs to have the information to evaluate the applicant or evaluate Recruiters performance.

Term and Termination

This agreement shall be effective on the date when it is fully executed by both parties and will continue for a period of one year thereafter. The parties agree that either party may terminate this Agreement, in writing upon 15 days notice for any reason. If terminated by Client, Recruiter is entitled to a Fee for any applicant submitted prior to the date of notification and hired within 365 days thereafter.

Governing Law and Forum

This Agreement shall be interpreted for all purposes consistent with the laws of the State of Arizona. Any action arising out of or related to this Agreement shall be maintained in Arizona.

Entire Agreement; Amendment; Severability

This writing constitutes the entire agreement of the parties with respect to the placement of applicants for employment at Client and may be amended only by a writing signed by Recruiter and Client. This Agreement supersedes any prior agreement between Recruiter and Client, and any prior agreements are null and void. Failure of either Party to enforce a provision under this Agreement shall not constitute a waiver of that Party to enforce that provision at a subsequent time or to enforce other provisions. If any



provision of this Agreement is found to be unenforceable or void, the remaining provisions survive. Any modification to this Agreement must be in writing and signed by both parties.

Immigration Law Compliance. Recruiter warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

Non-Discrimination Policies. Recruiter must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Recruiter must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Recruiter will require any Sub-contractor to be bound to the same requirements as stated within this section. Recruiter, and on behalf of any subcontractors, warrants compliance with this section.

The Penchant Group

By:  _____

Date: 6/2/2015

Name: Jake Bracamonte

Title: Executive Recruiter

City of Glendale

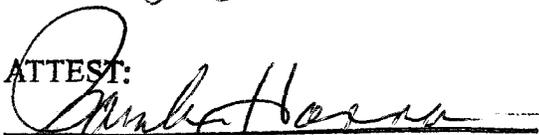
By:  _____

Date: 6-16-15

Name: Richard A. Bowers

Title: Acting City Manager

ATTEST:

 _____
City Clerk

Approved as to form

 _____
City Attorney



Attachment A Consulting Agreement

Consultant: Dan DeRusso

Services

Consultant shall perform services as an IT Systems Analyst for work on the Glendale PD Intergraph project.

Services start date: JUNE 10, 2015 Services end date: JUNE 10, 2016

Payment

Rate: \$29.00 per hour.

Additional Terms: Consultant's hours are to be billed weekly and are due via net 30 day terms