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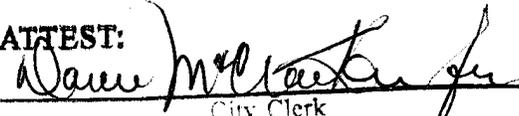
DIRECT PLACEMENT AGREEMENT

THIS DIRECT PLACEMENT AGREEMENT ("Agreement") is made this 10th Day of March, 2016 by and between **AZ Tech Finders, Inc.** ("Tech Finders"), an Arizona corporation, and **City of Glendale** ("Client").

- **Service Fees:** Fees for direct hire placements referred by Tech Finders are 20% of the employee's annualized first year salary.
- **Terms & Guarantee:** Fees are due in full and within 7 days of the employee's first day of employment. If the fees are not paid in full within this allotted time, the replacement guarantee will be null and void.
- **Replacement Guarantee:** There will be a **60 day free replacement guarantee** in the unlikely event that the employee is terminated or leaves the employment of the Client within the first 60 calendar days of employment unless the employee is dismissed involuntarily due to layoff, reduction in workforce, lack of funding, project completion, or other reasons not related to the qualifications of the employee. ** Client must replace the candidate in a timely fashion and be available to interview and hire within 14 days of employee leaving the position. The replacement must be for the same title, job description, and salary range. If a lower or higher rate is extended by the Client, no refund will be given and no additional fee will be due.
- If Tech Finders is unable to find an acceptable replacement or if the Client uses other resources to find a replacement candidate, a credit will be given for the next placement within the company.
- There is no fee or obligation using Tech Finders' service unless referred candidate is hired by Client. If referred candidate is hired directly or indirectly through Client within one year of the referral, the Client agrees to pay the service fee for the referral.
- **Notice:** Tech Finders is an equal opportunity employer and does not discriminate regardless of race, sex, color, religion, creed, ancestry, national origin, physical handicap, age, marital status or other protected class status pursuant to applicable law.
- It is understood and agreed that Tech Finders has no control over the work, product or actions of its applicants or Clients facilities, and therefore, Client hereby indemnifies and holds harmless Tech Finders from all liability, loss or damage caused by the negligence of Client in the interviewing, hiring or employment of applicants referred through Tech Finders. By signing this form, the employer understands the fees, terms, and conditions if a decision is made to hire through Tech Finders.

AZ Tech Finders, Inc.:  Date: 3-11-16
Kristy Bach, Vice President of Operations

Client Signature:  Date: 3-17-16

ATTEST:

City Clerk

Approved as to form

City Attorney

ADDENDUM

The City of Glendale, Arizona ("City") and Tech Finders, Inc. ("Contractor") further agree as follows:

I. Conflicts. The **Direct Placement Agreement** (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes ("A.R.S.") § 38-511.

II. Immigration Law Compliance.

- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**.
- E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor's warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

III. Entire Agreement. The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum.

IV. Not-to-exceed. City will not pay Contractor more than Twenty Thousand Dollars (\$20,000) for Contractor's services performed pursuant to the Agreement.

V. Addendum and Agreement Conflict. In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

John Paul, Tom Finders
Contractor

3-28-16
Date

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City: TOM DWENSI NG
ASSISTANT CITY MANAGER

4-4-16
Date
ATTEST:
[Signature]
City Clerk

Approved as to form

[Signature]
City Attorney