

**CONTRACT FOR SERVICES  
CITY OF BISBEE**

**PUBLISHING SERVICES TO SERVE AS  
OFFICIAL NEWSPAPER OF RECORD**

**THIS CONTRACT** is made this 15<sup>th</sup> day of June, 2021, by and between the City of Bisbee (hereinafter “the City”) and The Bisbee Observer, LLC (hereinafter “the Contractor”).

**WHEREAS** the City is in need of certain services, as more particularly specified in the Notice of Solicitation designated as the “Official Newspaper” and as incorporated herein by reference; and

**WHEREAS** the Contractor has offered to perform the proposed work in accordance with the terms of this Contract;

**NOW, THEREFORE**, in consideration of the promises and covenants stated herein, **IT IS HEREBY AGREED THAT:**

1. The Contractor promises and agrees to perform the work and to provide the services as described in the “Notice of Solicitation” and the “Specifications, Scope of Work or Requirements,” each of which is incorporated herein by reference. This work shall be provided in a good and competent manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with the “Standard Terms and Conditions, City of Bisbee Contract,” which are incorporated into this Contract by reference, and any special terms and conditions which may be attached to this Contract.
2. The Contractor further agrees to provide all of the services required by this Contract in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
3. This Contract shall remain in effect for a period from July 1, 2021 through June 30, 2022.
4. The City will compensate the Contractor for its performance, and the Contractor agrees to accept as complete payment for such full performance, a sum not to exceed **\$4.50 per column inch per publication**. The City shall have the right to reject all or any work or work product submitted under this Agreement which does not meet the required specifications. In the event of any such rejection, the Contractor agrees to promptly remedy any and all deficiencies. No compensation shall be due for any rejected work until such deficiencies have been corrected, and corrected at the Contractor’s sole cost.
5. Payment shall be made by the City to the Contractor on the basis of invoices detailing the work included within each billing period. The Contractor’s billing period shall be on a monthly basis.

6. E-verify Requirements. To the extent applicable under Arizona Revised Statutes (“A.R.S.”) § 41- 4401, Contractor and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) (“Immigration Warranty”). Contractor’s or its subcontractor’s failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of all the Contractor personnel who provide services under this Agreement to ensure that the Contractor or its subcontractors are complying with the Immigration Warranty. The Contractor 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 Contractor and any subcontractor to ensure compliance with the Immigration Warranty. The Contractor shall assist the City in regard to any random verification performed. Neither the Contractor nor any subcontractor will be deemed to have materially breached the Immigration Warranty if the Contractor 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).
7. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, Contractor certifies that it is not engaged in a boycott of Israel as of the effective date of this Contract, and agrees for the duration of this Contract to not engage in a boycott of Israel.
8. Conflict of Interest. This Contract is subject to the Conflict of Interest provisions of A.R.S. § 38-511, as amended.
9. All notices, invoices and payment shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO CONTRACTOR:

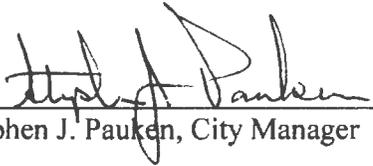
Laura Swan, Publisher  
The Bisbee Observer  
#10 Copper Queen Plaza  
PO Box 510  
Bisbee, AZ 85603

TO CITY:

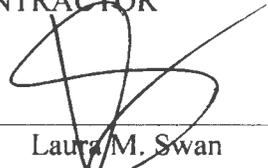
City of Bisbee  
City Clerk Office  
76 Erie Street  
Bisbee, AZ 85603

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties have executed this Contractor as indicated below:

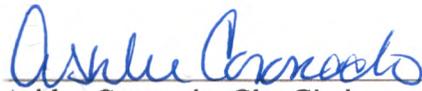
**APPROVED:**  
CITY OF BISBEE

By   
Stephen J. Pauken, City Manager

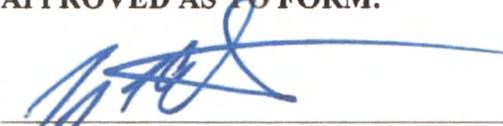
**APPROVED:**  
CONTRACTOR

By   
Name: Laura M. Swan  
Title: Publisher  
Address: #10 Copper Queen Plaza  
PO Box 510  
Bisbee, AZ 85603

**ATTEST:**

  
Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

  
Joseph D. Estes, City Attorney  
Gust Rosenfeld, P.L.C