

**AMENDMENT No. 1**

To  
**SERIAL 16111-RFP, STAFFING SERVICES AND RELATED SERVICES AND SOLUTIONS**

Between

ACRO SERVICE CORPORATION  
&  
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and ACRO Service Corporation ("Contractor") have entered into a Contract for the purchase of Staffing and Related Services, dated November 16, 2016 ("Agreement") County Contract No: 16111-RFP.

WHEREAS, County and ACRO Service Corporation have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Under this Amendment, language in several of the sections under Section 6.2 INSURANCE will be added, removed or replaced with updated language, and Section 6.34 OWNERSHIP OF CONTRACT MATERIALS will be added.

**Please see below for the revisions:**

6.2.6 The insurance policies required by this Contract, except Workers' Compensation, ~~and Errors and Omissions~~, **Professional Liability and Employer's Liability** shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The **Automobile Liability, Employer's Liability and General Liability** policies required hereunder, ~~except Workers' Compensation and Errors and Omissions~~, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, ~~\$4,000,000 Products/Completed Operations Aggregate~~, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 **Workers' Compensation and Employer's Liability.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these

damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

6.2.11 **Errors and Omissions (Professional Liability) Insurance.**

**For all professional labor categories not requiring a professional license.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than ~~\$2,000,000~~ **\$1,000,000** for each claim.

6.2.12 **Professional Liability.**

**In replacement of E and O, as outlined above, or for any positions that requires a professional license, such as a Professional Engineer or Architect.**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and ~~\$3,000,000~~ **\$2,000,000** aggregate claims.

~~6.2.13 **Crime - If any vendor is touching County funds**~~

~~CONTRACTOR shall maintain Commercial Crime Liability Insurance with a limit of not less than \$500,000 for each occurrence. The policy shall include, but not be limited to, coverage for employee dishonesty, fraud, theft, or embezzlement.~~

6.2.14 **Cyber - If a vendor is "getting into" County computer systems For all labor categories in the Information Technology labor category**

Policy Limit:

6.2.14.1 The policy shall be issued with minimum limits of \$100,000.

6.2.14.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

6.2.14.3 The policy shall **include coverage for third party risk fidelity.**

6.2.14.4 The policy shall **include coverage for cyber theft.**

6.2.14.5 The policy shall **contain no requirement for arrest and conviction.**

6.2.14.6 The policy shall cover loss outside the premises of the Named Insured.

6.2.14.7 ~~The policy shall endorse (Blanket Endorsements are not acceptable) the Department as Loss Payee as our interest may appear.~~

6.2.15 **Sexual molestation and physical abuse**

When services involve working with these groups of individuals, the insurance requirements in the contract need to be revised to include coverage for "**sexual molestation and physical abuse**". Coverage for this type of claim, or allegation, is excluded from standard general liability policies. Therefore, contractors whose services include working with and/or caring for children/elderly and disabled persons should have their policies specifically endorsed to include this coverage **or purchase a separate policy that complies with the requirements below.**

6.2.15.2 **Minimum Limits:**

General Aggregate	\$1,000,000
<del>Products/Completed Operations</del> Aggregate	\$1,000,000

**Completed operations. One of the hazards ordinarily insured by a general liability policy. It encompasses liability arising out of the insured's business operations conducted away from the insured's premises once those operations have been completed or abandoned.**

Each Occurrence Limit \$1,000,000

Personal/Advertising Injury \$1,000,000

**General liability coverage, combined in standard commercial general liability (CGL) policies with personal injury (PI) coverage that insures the following offenses in connection with the insured's advertising of its goods or services: libel, slander, invasion of privacy, copyright infringement, and misappropriation.**

Sexual Abuse/Molestation \$1,000,000

**6.34 OWNERSHIP OF CONTRACT MATERIALS:**

**Contractor agrees that all Contract materials, reports, and other data or materials generated or developed by Contractor under this Agreement or furnished by the County to the Contractor shall be and remain the property of the County. Contractor specifically agrees that all copyrightable material developed or created under this Contract shall be considered works made for hire by Contractor for the County and that such material shall, upon creation, be owned exclusively by the County.**

**6.34.1 To the extent that any such material, under applicable law, may not be considered work made for hire by Contractor for County, Contractor agrees to assign and, upon its creation, automatically assigns to County the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. County shall be entitled to obtain and hold in its own name all copyrights in respect of such materials. Contractor shall perform any acts that may be deemed necessary or desirable by County to evidence more fully the transfer of ownership of all materials referred to in this section 7 to County to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by County.**

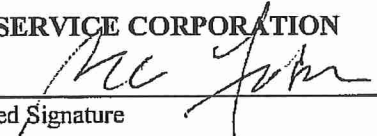
**6.34.2 To the extent that any preexisting rights of Contractor are embodied in the Contract Materials, Contractor hereby grants to County the irrevocable, perpetual, nonexclusive, worldwide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.**

**6.34.3 Contractor represents and warrants that it either owns or has valid, paid-up licenses for all software used by it in the performance of its obligations under this Agreement.**

**ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED.**

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by the Maricopa County Office of Procurement Services Department.

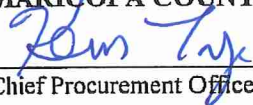
**ACRO SERVICE CORPORATION**

  
Authorized Signature

Richard Folber, Executive Vice President  
Printed Name and Title

2/27/18  
Date

**MARICOPA COUNTY:**

  
Chief Procurement Officer

MARCH 6, 2018  
Date