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|---|----------------------------------|
| Council Action:                               |                                  |
| Approved: <input checked="" type="checkbox"/> | Denied: <input type="checkbox"/> |
| Date of Action:                               | 6/24/19                          |
| Verified by:                                  | <i>[Signature]</i>               |

**CITY COUNCIL ACTION MEMORANDUM**

**AM No. 19-24:** Award Of A One (1) Year Contract To Wells Fargo For Banking Services Beginning August 1, 2019 Through July 31, 2020.

Originator: April Dwyer, Purchasing  
 Date: 6/10/2019

Agenda of: 6/24/2019

| Route to: | Department Head              | Signature          | Date    |
|-----------|------------------------------|--------------------|---------|
| X         | Chief of Police              | <i>[Signature]</i> | 6/12/19 |
| X         | Public Works Director        | <i>[Signature]</i> | 6/12/19 |
| X         | Recreation Services Director | <i>[Signature]</i> | 6/12/19 |
| X         | Finance Director             | <i>[Signature]</i> | 6/11/19 |
| X         | Deputy Administrator         | <i>[Signature]</i> | 6/12/19 |
| X         | City Clerk                   | <i>[Signature]</i> | 6/13/19 |

Reviewed by Mayor Bert L. Cottle: *[Signature]* 6/12/2019

**Fiscal Impact:**  yes or  no

**Funds Available:**  yes or  no

**Account name/number/amount:**

Professional Services – Other 001.4150.415.30.34 \$60,000 est.  
 Other Purchased Services (Various) xxx.xxx.xxx.50.90

**Attachments:** Wells Fargo Banking Services Contract (10 pages)

**Summary Statement:** On February 26, 2016 the City of Wasilla issued a Request for Proposal (RFP) 0226-0-2016/AD for Banking Services. Wells Fargo was awarded the contract. The initial three (3) year contract will end on July 31, 2019.

The City of Wasilla and Wells Fargo would like to exercise the first contract renewal under the current terms and conditions.

**Staff Recommendation:** Award Of A One (1) Year Contract to Wells Fargo For Banking Services.

**CONTRACT FOR PROFESSIONAL SERVICES**  
**Between Contractor and the City of Wasilla**

Name of Contractor: Wells Fargo Bank      Effective Date: August 1, 2019

THIS CONTRACT FOR PROFESSIONAL SERVICES (“Contract”) is effective on the above-written date between the City of Wasilla, an Alaska Municipal corporation (the “City”), whose address is 290 E. Herning Avenue, Wasilla, Alaska 99654 and Wells Fargo Bank the “Contractor”) (collectively, the “Parties”).

WHEREAS, Wasilla Municipal Code Chapter 5.08 authorizes the Mayor or the Mayor’s designee to engage independent contractors for services, subject to certain approval requirements; and

WHEREAS, it is deemed that the services provided by the Contractor are both necessary and in the best interests of the City;

NOW, THEREFORE, in consideration of the above, and after approval as required by the Wasilla Municipal Code, the Parties agree as follows:

1. **CONTRACT TERM.** This Contract shall begin on the Effective Date and terminate on July 31, 2020, unless terminated sooner pursuant to the provisions in Section 13, “Contract Termination.”
2. **SCOPE OF WORK.** The Parties agree that the Contractor will complete the scope of work described in Attachment A and the following incorporated documents:
  - A. City Request for Proposal 0226-0-2016/AD Banking Services
  - B. City of Wasilla City Council Action Memorandum #16-17 and #19-24
  - C. Wells Fargo Bank Technical and Cost Proposal dated 4/8/16

These incorporated documents shall be a part of the Contract and scope of work, except that any attachments from the Contractor shall not contradict or supersede any City specifications, terms, or conditions without written evidence of mutual assent to such change appearing in this Contract.

3. **INDEPENDENT CONTRACTOR.** The Contractor is associated with the City only for the purposes and to the extent specified in this Contract and with respect to performance of the services pursuant to this Contract. The Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, will be solely responsible for to supervising, operating, and otherwise directing performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. The Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of

income taxes, FICA, or any other taxes or fees of the contractor's business; (2) accumulation of vacation leave or sick leave; or (3) compensation to Contractor's employees. The Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither the Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City except as explicitly authorized by City Code.

4. **COMPENSATION.** The City shall compensate the Contractor at the proposed rates as stated in the Contractor's original cost proposal and as budgeted in fiscal years' 2019 and 2020.
5. **TIMELINESS OF BILLING SUBMISSIONS.** The Parties agree that timeliness of billing is of the essence to the contract and recognize that the City is on a fiscal year schedule. Fiscal year is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to the City no later than July 15 of the same year. A billing submitted after July 15, which forces the City to process the billing as a stale claim, will subject the Contractor to an administrative fee not to exceed \$100.00 (the City's reasonable estimate of the additional costs to the City of processing the billing as a stale claim) and that this amount will be deducted from the payment due to the Contractor.
6. **WARRANTIES.**
  - A. **General Warranty.** The Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the Scope of Work and incorporated attachments; and, shall be fit for ordinary use.
  - B. **System Compliance.** The Contractor warrants that any further information system application(s) shall function in accordance with their intended purpose and in accordance with industry standards.
7. **PROPER AUTHORITY.** The Parties represent and warrant that the person executing the Contract of each has full power and authority to enter into the Contract. The Contractor acknowledges that as required by statute or regulation, the Contract is effective only after approval by the Mayor and/or City Council and only for the period of time specified herein. Any services performed by the Contractor before the Effective Date of the Contract or after the Contract lapses is performed at the Contractor's sole risk.
8. **INSPECTION AND AUDIT.**
  - A. **Books and Records.** The Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) or IFRS standards full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
  - B. **Inspection and Audit.** The Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product which directly relate to Contractor's performance of this

Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with reasonable prior notice by a City audit representative or any of their authorized representatives. All subcontracts MUST reflect requirements of this paragraph.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and litigation which may ensue.

9. **CITY OWNERSHIP OF PROPRIETARY INFORMATION**. Any reports, histories, documents, studies, tests, manuals, instructions, drawings, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or other information prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into City possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.
10. **NOTICE**. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
11. **CONFIDENTIALITY**. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
12. **PUBLIC RECORDS**. Notwithstanding the confidentiality provision above, pursuant to WMC 5.08.120(F), information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law. Contractor may label specific parts of an individual document as a "trade secret," "attorney-client privilege," or "confidential" in accordance with the RFP, provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

### **13. CONTRACT TERMINATION.**

A. General Termination. This Contract may be terminated by the City for any reason upon thirty (30) days written notice prior to the date such termination is effective. In the event the City exercises its right to termination of this Contract pursuant to this section, all finished or unfinished reports or other material prepared by Contractor under this Contract shall, at the option of the City, become its property and Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials before the date termination is effective. Such compensation shall not be in addition to payment provided to the Contractor under this Contract.

B. City Termination for Nonappropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City Council, State Legislature and/or federal sources. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from City, State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

1. If the Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
2. If State, City, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
3. If the Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
4. If the City materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
5. If it is found by the City that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
6. If it is found by the City that the Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Cure. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 10, "Notice," and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved Party, showing that the declared default or breach has been corrected.

E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the Parties agree that the provisions of this paragraph survive termination:

1. The Parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under

- this Contract. Neither Party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
2. The Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
  3. The Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City;
  4. The Contractor shall preserve, protect and promptly deliver into City possession all proprietary information in accordance with Section 9, "City Ownership of Proprietary Information."

- 14. INSURANCE SCHEDULE.** Unless expressly waived in writing by the City, Contractor, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract or by law. The Contractor shall not commence work before:
- A. The Contractor has provided the required evidence of insurance to the City and the City has approved the insurance policies.
  - B. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Failure by the City to timely approve shall not constitute a waiver of the condition.
  - C. Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Unless specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:
    1. Final acceptance by the City of the completion of this Contract; or
    2. Such time as the insurance is no longer required by the City under the terms of this Contract.
  - D. Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Contractor shall provide the City with renewal or replacement evidence of insurance no less than 30 days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.
  - E. Workers' Compensation and Employer's Liability Insurance:
    1. The Contractor shall provide proof of worker's compensation insurance as required in Title 8 of the Alaska Administrative Code.
    2. The Contractor shall carry Employer's Liability insurance with a minimum limit of \$100,000 each employee per accident for bodily injury by accident or disease.
    3. If the Contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

- F. Commercial General Liability Insurance. For each of the following categories, the Contractor is required to carry a minimum coverage of \$1,000,000: General Aggregate; Products and Completed Operations Aggregate; Personal and Advertising Injury; and Each Occurrence.
- G. Business Automobile Liability Insurance. Contractor is required to carry a minimum coverage of \$1,000,000 Each Occurrence for bodily injury and property damage. Coverage shall be for “any auto” (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- H. Umbrella or Excess Liability Insurance. This coverage may be used to achieve the above-listed minimum liability limits. The coverage shall be endorsed to the City as broadly as the primary policy.
- I. General Requirements. The following requirements apply to all required insurance.
1. Additional Insured: Contractor’s general liability insurance policy must name the City, its officers, employees, and contractors as additional insureds for all liability arising from the Contract.
  2. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
  3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
  4. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- J. Approved Insurer. Each insurance policy shall be issued by insurance companies authorized to do business in the State of Alaska or eligible surplus lines insurers acceptable to the City and having agents in Alaska upon who service of process may be made and currently rated by A.M. Best as “A-VII” or better.
- K. Evidence of Insurance. Prior to the start of any work, Contractor must provide the following documents to the City:
1. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
  2. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to the City to evidence the endorsement of the City as an additional insured per the “General Requirements” subsection a above.
  3. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
- L. Review and Approval. Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and

shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the City, ATTN: PURCHASING OFFICER, at the address identified on page one of the Contract.**

15. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any city, borough, state or federal license, permit, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible for paying all taxes, assessments, fees, premiums, permits, and licenses required by law. The City may set-off against consideration due any delinquent government obligation.
16. **REMEDIES.** Except as otherwise provided for by law or the Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party, reasonable attorney's fees and costs. It is specifically agreed that reasonable attorney's fees shall include, without limitation, \$225 per hour for City attorneys. The City may set off consideration against any unpaid obligation of the Contractor to the City.
17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either Party shall not operate as a waiver by any Party of any of its rights or remedies as to any other breach.
18. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Mayor and/or City Council.
19. **LIMITED LIABILITY.** The City will not waive, and intends to assert, available liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated document attachments. Damages for any City breach shall never exceed the amount of funds appropriated for payment under the Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value.



20. **ASSIGNMENT.** The City has selected Contractor to perform the Scope of Work based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Contract or any obligations or rights under this Contract, nor delegate any of its duties and responsibilities, without first obtaining the City's written consent. Contractor may not retain subcontractors in conjunction with the Scope of Work without the City's prior written approval.
21. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
22. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the City's right to participate, the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
23. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
24. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the City of Wasilla and the State of Alaska. Any civil action to enforce this Contract shall be brought in the trial courts for the State of Alaska at Palmer, Alaska.
25. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of the Contract, the Contractor certifies as follows:
  - A. By signing this Contract, that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. The Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26. **LOBBYING.** The Parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: any federal, state, city or local agency, legislature, commission, council, or board whether directly or through its representative, officer, or employee.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Wasilla  
290 E. Herning Avenue  
Wasilla, Alaska 99654  
(907) 373-9047  
Fax: (907) 373-9011

By: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

WELLS FARGO  
  
1701 E Parks Highway  
Wasilla, AK 99654  
(907) 376-6606

CONTRACT MANAGER:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES AND SCHEDULE**

- (1) SCOPE OF SERVICES. The work which the Contractor is required to perform consists of the following:

Banking Services

- (2) SCHEDULE. The work to be performed under this Contract shall be commenced on the Effective Date and shall be completed not later than July 31, 2020.

Time extensions or variations from this schedule must be requested from the Contract Manager designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Contracting Manager.

- (3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

  X   Contractor is not authorized to terminate for convenience.

       Contractor may terminate this Agreement on 20 days' written notice of convenience.