

CITY CLERK ORIGINAL

C-9693
02/09/2015

CONTRACT FOR SHREDDING SERVICES BETWEEN

THE CITY OF GLENDALE, ARIZONA AND SONORAN DOCUMENT SOLUTIONS, LLC

This contract for shredding services ("Contract") is made this 9TH day of FEBRUARY 2015, between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Sonoran Document Solutions, LLC, an Arizona limited liability company, ("Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as Exhibit A and incorporated by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. Compensation. City shall pay Contractor a maximum contract price of \$0.00 for the Services. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.
3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.
4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.
5. Insurance and Indemnification. Contractor certifies that it has adequate insurance to cover any injury or damages that may arise out of its performance of this Contract. To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Contractor against any and all Claims arising out of Contractor's conduct.
6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.
8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.

10. Immigration Law Compliance. Consultant 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.

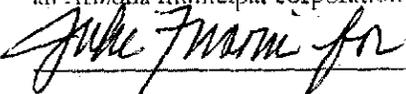
11. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status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

The parties enter into this Contract effective as of the date shown above.

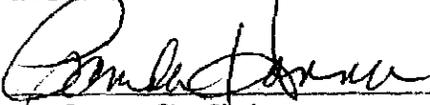
Sonoran Document Solutions, LLC
an Arizona limited liability company


By: PILAR SANCHEZ [Name]
Its: OWNER [Title]

City of Glendale, Arizona
an Arizona municipal corporation


By: Brenda S. Fischer
Its: City Manager

ATTORNEY


Pam Hanna, City Clerk
(SFAT)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

EXHIBIT A

SHREDDING SERVICES SCOPE OF WORK

On Thursday February 26, 2015 and Friday February 27, 2015 the Glendale City Clerk's office will be holding the annual citywide Purge days at the Spring City parking lot (Myrtle & 63rd Avenue, Glendale, Arizona (N/W corner) from 8:00 a.m. to 4:00 p.m. (or until the truck is full for the day).

Sonoran Document Solutions, LLC, Pilar Sanchez (owner), 21154 East Alyssa Road, Queen Creek, AZ 480-677-2383, has agreed to provide onsite shredding services for the above-referenced two days (or until all the recycle cans from the City have been emptied). The shredding services will be performed at no charge to the City of Glendale; Sonoran Document Solutions, LLC will take possession of all shredded material and retain all money received from selling the material to a recycling facility of its choice.

The City will bring the recycle cans to the Spring City parking lot for recycling. Two City employees will be present at Spring City to assist Pilar Sanchez on each of the two days.

There will be no additional cost to the City.