

CITY CLERK ORIGINAL

C-9980
05/21/2015

SMALL PURCHASE CONTRACT BETWEEN THE CITY OF GLENDALE, ARIZONA AND ACTION TARGET

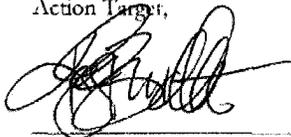
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 21 day of May, 2015, between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Action Target, (the "Contractor"). City and Contractor agree as follows:

1. 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 in Maricopa County, Arizona.
2. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
3. Immigration Law Compliance. Contractor 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.
4. 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.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the work described in the Maintenance Plan Proposal.

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

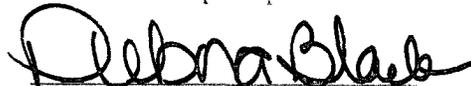
Action Target,



By: KYLE BURDETTE

Its: J.P.

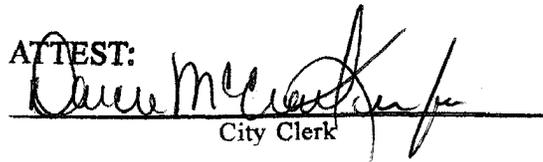
City of Glendale, Arizona
an Arizona municipal corporation



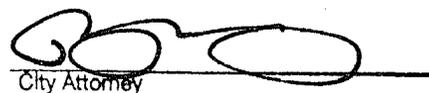
By: Debora Black

Its: Chief of Police

ATTEST:


City Clerk

Approved as to form


City Attorney

MAINTENANCE PLAN PROPOSAL



Department: Glendale Police Department

Point of Contact: Jerry McDaniel Phone: 623-772-7117 Fax: jmcdaniel@glendaleaz.com

3 visit maintenance plan – Standard lead time	
Visit 1 of 3 – One day on site	\$1,630.00
Visit 2 of 3 – One day on site	\$1,630.00
Visit 3 of 3 – One day on site	\$1,630.00
TOTAL	\$4,890.00

- * **Parts are not included in the above rates and will be billed separately as needed and approved.**
- * **Rates include all labor, travel, lodging, and other expenses.**
- * **See the following pages for a detailed description of services, terms, and conditions.**
- * **Extraordinary repairs or materials may require additional work days billed above and beyond the scheduled maintenance days.**

Maintenance Plan Approval Signature:

Debra Black

Printed Name:

DEBORA BLACK

Approval Date:

5-15-15

TERMS AND CONDITIONS:

Payment: Payment for individual maintenance plan visits and resulting parts (if necessary) will be invoiced immediately following the visit. All payments are due within 30 days of receipt of invoice.

Parts: Unless included with this proposal, all parts used during maintenance visits are extra. Parts will not be used or ordered without approval from the facility personnel. ATI will utilize spare parts the facility has on hand to accomplish minor repairs. Should a subsequent extra visit be required to install ordered parts, additional charges may be incurred.

Scheduling: Please call ATI to request a date for the visit allowing for at least 6 weeks lead time. A visit occurring with less lead time may incur additional travel charges.

Scope of Work: ATI will service ATI furnished devices/parts/systems only. Maintenance visits are not renovations or remodels. ATI's work is limited to functionality testing, reasonable repairs, adjustments, safety check, and overall operational maintenance.

Lead Remediation: Unless incorporated specifically into this proposal, ATI is not responsible for cleaning the facility of lead. The facility is responsible for disposal and recycling of lead and waste from House keeping services.

Exclusions: 1. ATI is not responsible for the following: ATI system parts, devices, air compressors, or structures that are damaged due to accidents, normal wear and tear, abuse, negligence, acts of God, absence of recommended cleaning, lubrication, absence of recommended preventative maintenance, and ballistic damage (due to inappropriate ballistic application). 2. Prevailing Wage or premium time labor. 3. Any material or labor not included in the foregoing. 4. All required line power. 5. Permits, engineering, drawings, or reports not listed above. 6. Collection and removal of lead and/or lead dust or fragments.

Fax this signed proposal to 801-377-8096 to begin scheduling your maintenance visits, or mail it to:

Action Target / ATTN: Maintenance Plans / PO Box 636 / Provo, UT / 64601

Call Nick Stincelli at 801-705-9175 with additional questions or for more information.