

CITY CLERK
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C-10646
02/11/2016

SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND FRANCISCO LAGARDA

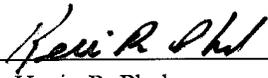
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 11 day of February 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Francisco Lagarda, (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein 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 \$ 100.00 for the Services as set forth in **Exhibit A** and incorporated herein by reference. 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. 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.
6. 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.
7. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
8. 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.
9. 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.
10. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of 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.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

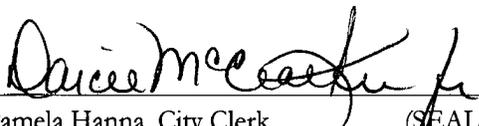
The parties enter into this Contract effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



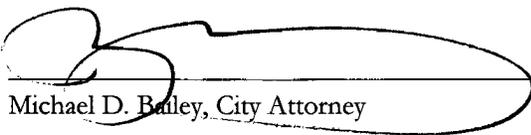
By: Kevin R. Phelps
Its: City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Francisco Lagarda
a(n) Sole Proprietorship



By: Francisco Lagarda
Its: Owner

INVOICE

February 5, 2016

BILL TO:

Glendale Police Department
2015 Annual Awards Ceremony
6835 N. 57th Drive
Glendale, AZ, 85301

REMIT PAYMENT TO:

Francisco Lagarda
2920 N. 54th Drive
Phoenix, AZ 85031
602-413-6751

DESCRIPTION:

1 hour, not to exceed 90 minutes, of solo guitar playing in foyer for the City of Glendale (AZ) – Glendale Police Department Annual Awards Ceremony to be held on February 24, 2016.

Amount due: \$100

Checks should be made payable to Francisco Lagarda

Contact:

Francisco Lagarda
602-413-6751
Franciscolagarda16@gmail.com

Signature: _____



February 5, 2016