

CITY OF GLENDALE  
ORIGINAL

C-10909  
06/08/2016

**SMALL PURCHASE CONTRACT BETWEEN**  
**THE CITY OF GLENDALE, ARIZONA AND APPLE PROMOTIONAL PRODUCTS, LLC**  
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 8<sup>th</sup> day of June 2016 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Apple Promotional Products, LLC, (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 \$ 9,172.80 for the Services as set forth in **Exhibit B** 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. Insurance, Bond and Indemnification.  
(a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.  
(b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.  
(c) 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.

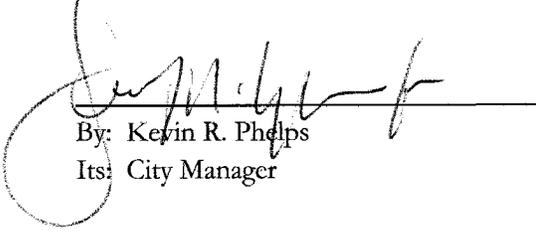
6. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.

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 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.

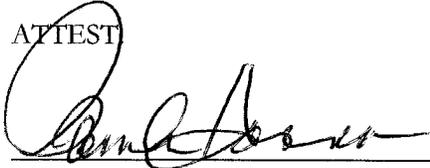
The parties enter into this Contract effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation



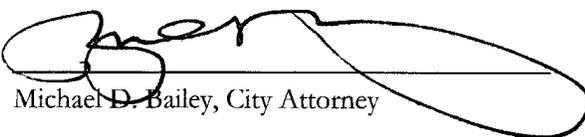
By: Kevin R. Phelps  
Its: City Manager

ATTEST



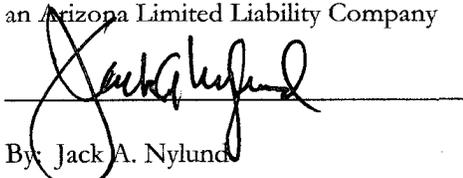
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Apple Promotional Products, LLC  
an Arizona Limited Liability Company



By: Jack A. Nylund  
Its: Owner

## Exhibit A

# ADVERTISING AGREEMENT

The undersigned "Advertiser" hereby agrees to purchase from The Daisy Companies / Apple Publishing / Apple Promotional & Advertising Products, a display advertisement to be included in this Community Profile and Business Directory. The terms and conditions of the Agreement shall be as set forth herein.

"Advertiser" CITY OF GLENDALE Contact: ERIK STRUNK

Business Directory Category (where the business is listed in the Directory): \_\_\_\_\_

Mailing Address: 5959 W. BROWN

City: GLENDALE State: AZ Zip Code: 85302

Phone (for Listing): 623.930.2827 Phone (for best contact): \_\_\_\_\_ Fax: 623.842.2161

Email: STRUNK@GLENDALEAZ.COM Website (for Directory Listing): \_\_\_\_\_

Publication: BI-ANNUAL  GLENDALE  PEORIA Beginning Issue:  Summer-Fall OR  Winter-Spring

QUARTERLY  SOUTHWEST VALLEY  NORTHWEST VALLEY

Beginning Issue:  Spring-Summer  Summer-Fall  Fall-Winter  Winter-Spring

Ad Size (2) PAGES Camera ready ads due no later than: \_\_\_\_\_

Category Listing(s) RECREATION / FRAC \*Additional Category Listing(s) \$30 each.

Special Instructions CHANGEABLE SPACE EACH ISSUE BEGINNING WITH AQUATIC FOR SUMMER 1 PAGE @ \$2800.00

Glendale Website Ads: ROLLING BANNER 960 x 150

TOTAL VALUE: \$1600.00 | MAGAZINE PARTNER SPECIAL RATE = \$500.00 - DONATED

\*LIST (\$300.00 per quarter) for:  GLENDALE  PEORIA  SOUTHWEST VALLEY  NORTHWEST VALLEY

Space Rate(s) \$ 2800.00 + Ad Construction Rate (if applicable) \$ 0 + Mailing List(s) \$ 0

Subtotal \$ 2800.00 (+ Tax 9.2% 257.60) = TOTAL AMOUNT \$ 3,057.60

**TERMS AND CONDITIONS – The following terms and conditions shall apply to this Advertising Agreement.**

**PAYMENT DETAILS**  Need Invoice  Need W-9

**PAYMENT: Due on Receipt, unless arrangements have been made.**

Check # \_\_\_\_\_ Amount Paid \_\_\_\_\_

Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_ Three Digit Code \_\_\_\_\_

Full Credit Card Payment of: \$ \_\_\_\_\_

3 Credit Card Payments of: #1 \$ \_\_\_\_\_ Due on Receipt #2 \$ \_\_\_\_\_ 60 Days from Payment #1 #3 \$ \_\_\_\_\_ 90 Days from Payment #

Authorized Signature \_\_\_\_\_ Date Signed \_\_\_\_\_  
Your signature here authorizes The Daisy Companies/Apple Promotional & Advertising Products, LLC to charge your credit card for either the full payment OR three ACH payments on the payment schedule listed above. If at anytime you would like to make the payment in full or use a different payment method it is your responsibility to contact The Daisy Companies/Apple Promotional & Advertising Products, LLC.

Contract/Advertiser Signature \_\_\_\_\_ Date \_\_\_\_\_

Account Executive [Signature] Date 08/25/14  
(for The Daisy Companies / Apple Publishing / Apple Promotional & Advertising Products)

ADVERTISING AGREEMENT

The undersigned "Advertiser" hereby agrees to purchase from The Daisy Companies / Apple Publishing / Apple Promotional & Advertising Products, a display advertisement to be included in this Community Profile and Business Directory. The terms and conditions of the Agreement shall be as set forth herein.

"Advertiser" CITY OF GLENDALE Contact: ERIK STRUNK

Business Directory Category (where the business is listed in the Directory):

Mailing Address: 5959 W. BROWN

City: GLENDALE State: AZ Zip Code: 85302

Phone (for Listing): 623.930.2827 Phone (for best contact): Fax: 623.842.2161

Email: STRUNK@GLENDALEAZ.COM Website (for Directory Listing):

Publication: BI-ANNUAL [X] GLENDALE [ ] PEORIA Beginning Issue: [X] Summer-Fall OR [ ] Winter-Spring
QUARTERLY [ ] SOUTHWEST VALLEY [ ] NORTHWEST VALLEY
Beginning Issue: [ ] Spring-Summer [ ] Summer-Fall [ ] Fall-Winter [ ] Winter-Spring

Ad Size FULL PAGE Camera ready ads due no later than:

Category Listing(s) GLENDALE ADULT CENTER & PUBLIC LIBRARY \*Additional Category Listing(s) \$30 each.

Special Instructions \*COMBINATION AD\* CHANGEABLE SPACE EACH ISSUE.
1 PAGE @ \$2800.00

Glendale Website Ads: ROLLING BANNER 960 x 150
TOTAL VALUE = \$1600.00 | MAGAZINE PARTNER SPECIAL RATE = \$500.00 - DONATED

\*LIST (\$300.00 per quarter) for: [ ] GLENDALE [ ] PEORIA [ ] SOUTHWEST VALLEY [ ] NORTHWEST VALLEY

Space Rate(s) \$2800.00 + Ad Construction Rate (if applicable) \$ + Mailing List(s) \$

Subtotal \$2800.00 (+ Tax 9.2% 257.60) = TOTAL AMOUNT \$3,057.60

TERMS AND CONDITIONS - The following terms and conditions shall apply to this Advertising Agreement.

PAYMENT DETAILS [ ] Need Invoice [ ] Need W-9

PAYMENT: Due on Receipt, unless arrangements have been made.

Check # Amount Paid

Credit Card # Expiration Date Three Digit Code

[ ] Full Credit Card Payment of: \$

[ ] 3 Credit Card Payments of: #1 \$ Due on Receipt #2 \$ 60 Days from Payment #1 #3 \$ 90 Days from Payment #

Authorized Signature Date Signed

Your signature here authorizes The Daisy Companies/Apple Promotional & Advertising Products, LLC to charge your credit card for either the full payment OR three ACH payments on the payment schedule listed above. If at anytime you would like to make the payment in full or use a different payment method it is your responsibility to contact The Daisy Companies/Apple Promotional & Advertising Products, LLC.

Contract/Advertiser Signature Date

Account Executive Date 1/25/2016
(for The Daisy Companies / Apple Publishing / Apple Promotional & Advertising Products)

ADVERTISING AGREEMENT

The undersigned "Advertiser" hereby agrees to purchase from The Daisy Companies / Apple Publishing / Apple Promotional & Advertising Products, a display advertisement to be included in this Community Profile and Business Directory. The terms and conditions of the Agreement shall be as set forth herein.

"Advertiser" CITY OF GLENDALE - COMMUNITY SERVICES DEPT. Contact: ERIC STRUNK

Business Directory Category (where the business is listed in the Directory): CONVENTION CIVIC CENTERS

Mailing Address: 5959 W. BROWN

City: GLENDALE State: AZ Zip Code: 85302

Phone (for Listing): 623.930.2827 Phone (for best contact): Fax: 623.842.2161

Email: STRUNK@GLENDALEAZ.COM Website (for Directory Listing):

Publication: BI-ANNUAL [X] GLENDALE [ ] PEORIA Beginning Issue: [X] Summer-Fall OR [ ] Winter-Spring

QUARTERLY [ ] SOUTHWEST VALLEY [ ] NORTHWEST VALLEY

Beginning Issue: [ ] Spring-Summer [ ] Summer-Fall [ ] Fall-Winter [ ] Winter-Spring

Ad Size FULL PAGE Camera ready ads due no later than:

Category Listing(s) MEETING / CIVIC / CONVENTION CENTER Additional Category Listing(s) \$30 each.

Special Instructions CHANGEABLE SPACE EACH ISSUE. 1 PAGE @ \$2800.00

Glendale Website Ads: ROLLING BANNER 960 X 150 TOTAL VALUE = \$1600.00 | MAGAZINE PARTNER SPECIAL RATE = \$500.00 - DONATED.

\*LIST (\$300.00 per quarter) for: [ ] GLENDALE [ ] PEORIA [ ] SOUTHWEST VALLEY [ ] NORTHWEST VALLEY

Space Rate(s) \$ 2800.00 + Ad Construction Rate (if applicable) \$ 0 + Mailing List(s) \$ 0

Subtotal \$ 2800.00 (+ Tax 9.2% 257.60) = TOTAL AMOUNT \$ 3,057.60

TERMS AND CONDITIONS - The following terms and conditions shall apply to this Advertising Agreement.

PAYMENT DETAILS [ ] Need Invoice [ ] Need W-9 PAYMENT: Due on Receipt, unless arrangements have been made.

Check # Amount Paid

Credit Card # Expiration Date Three Digit Code

[ ] Full Credit Card Payment of: \$

[ ] 3 Credit Card Payments of: #1 \$ Due on Receipt #2 \$ 60 Days from Payment #1 #3 \$ 90 Days from Payment #

Authorized Signature Date Signed Your signature here authorizes The Daisy Companies/Apple Promotional & Advertising Products, LLC to charge your credit card for either the full payment OR three ACH payments on the payment schedule listed above.

Contract/Advertiser Signature Date

Account Executive (for The Daisy Companies/Apple Publishing/Apple Promotional & Advertising Products) Date 05/25/2016

## Exhibit B

Jack A. Nylund

Apple Promotional Products, LLC  
 "A Daisy Company"  
 5350 W. Bell Rd., C122-444  
 Glendale, AZ 85308

# Invoice

DATE	INVOICE #
5/25/2016	1342

BILL TO
City of Glendale - Community Services Erik Strunk 5959 W Brown Glendale, AZ 85302

TERMS
Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Magazine Ad	(1) Full Page Advertisement in the Glendale Chamber of Commerce Magazine ( Community Profile and Business Directory). * Meeting / Glendale Civic/ Convention Center.* 1 Year   2 Biannual Issues   Beginning Summer-Fall 2016 Page 1 - \$2,800.00	1	2,800.00	2,800.00T
advertising	Glendale Chamber Website Ad - Rolling Banner 960 x 150 Total Value = \$1600.00   Magazine Partner Special Rate = \$500.00 - Donated. AZ Tax		0.00	0.00T
			9.20%	257.60
Thank you for your business.			<b>Total</b>	<b>\$3,057.60</b>

Jack A. Nylund

Apple Promotional Products, LLC  
"A Daisy Company"  
5350 W. Bell Rd., C122-444  
Glendale, AZ 85308

# Invoice

DATE	INVOICE #
5/25/2016	1341

BILL TO
City of Glendale - Community Services Erik Strunk 5959 W Brown Glendale, AZ 85302

TERMS
Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Magazine Ad	(1) Full Page Advertisements in the Glendale Chamber of Commerce Magazine ( Community Profile and Business Directory). * Glendale Adult Center & Glendale Public Library. 1 Year   2 Biannual Issues Page 1 - \$2,800.00	1	2,800.00	2,800.00T
advertising	Glendale Chamber Website Ad - Rolling Banner 960 x 150 Total Value = \$1600.00   Magazine Partner Special Rate = \$500.00 - Donated. AZ Tax		0.00	0.00T
			9.20%	257.60

Thank you for your business.	<b>Total</b>	\$3,057.60
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Jack A. Nylund

Apple Promotional Products, LLC  
 "A Daisy Company"  
 5350 W. Bell Rd., C122-444  
 Glendale, AZ 85308

# Invoice

DATE	INVOICE #
5/25/2016	1340

BILL TO
City of Glendale - Community Services Erik Strunk 5959 W Brown Glendale, AZ 85302

TERMS
Due on receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Magazine Ad	(2) Full Page Advertisements in the Glendale Chamber of Commerce Magazine ( Community Profile and Business Directory). * (Page 1) Recreation & (Page 2) FRAC * 1 Year   2 Biannual Issues   Beginning Summer-Fall 2016 Page 1 - \$2,800.00 Page 2 - Donated: \$0 Balance	1	2,800.00	2,800.00T
advertising	Glendale Chamber Website Ad - Rolling Banner 960 x 150 Total Value = \$1600.00   Magazine Partner Special Rate = \$500.00 - Donated. AZ Tax		0.00	0.00T
			9.20%	257.60
Thank you for your business.			<b>Total</b>	<b>\$3,057.60</b>