

**SERVICE AGREEMENT
BETWEEN THE CITY OF EL MIRAGE, ARIZONA**

AND

Baker Commodities Inc.

THIS SERVICE AGREEMENT (this "Agreement") is made between the CITY OF EL MIRAGE, an Arizona municipal corporation (the "City") and BAKER COMMODITIES INC. (the "Contractor"). City and Contractor agree as follows:

1. **Scope of Work.** Contractor will provide services as set forth in the proposal or work order ("Services"), attached and incorporated by reference. Any terms or conditions contained in another document are void where they conflict with the Agreement.
2. **Compensation.** City will pay Contractor a maximum Agreement price of zero Dollars, \$0.00 for the Services. This Agreement 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.
3. **Terms of Agreement.** This Agreement is effective as of the date the last person executed this Agreement and will 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 Agreement and to the highest professional standards in the field.
5. **Indemnification.** To the fullest extent permitted by law, the Contractor will 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, claims costs and the costs of appealable 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 negligent or willful acts or omissions of the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.
6. **Applicable Law: Venue.** This Agreement will be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in Arizona.

7. **Termination: Cancellation.** This Agreement is for the City's convenience and may be terminated with cause after receipt by Contractor of written notice by the City. Upon termination, Contractor will be paid for all undisputed services performed prior to the termination date.
8. **Conflict of Interest.** This Agreement is subject to Ariz. Rev. Stat. § 38-511.
9. **Independent Contractor.** The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee of agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
10. **Compliance with Federal Immigration Laws and Regulations.** Contractor warrants that it complies with all Federal immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the City retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with the warranty.
11. **Licenses.** Contractor must maintain current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Agreement, including the City of El Mirage business license.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date the last party signs it.

For the "City"

By: _____

Title: _____

Date: _____

For the "Contractor"

By: Myra Myle

Title: Customer Relations

Date: 9/22/2022