

Artist Activity Agreement

Parties

“City”

Glendale Public Art Program
5959 West Brown Street
Glendale, Arizona 85302
623-930-3557

and

“Artist”

Christy Puetz
1341 West Woodland Avenue
Phoenix, Arizona 85007
602-253-8310

1. **Artist Services.** The Parties hereby enter into an Activity Contract (“Agreement”) for the following Artist Activity:

Summer Camp Workshops: **Imagination Arts**

Description:

Each participant will have the opportunity to experiment with and experience painting, drawing, sculpture making, and mixed media projects. Each participant will design and create a unique sculptural figure or animal using wire, aluminum foil, clay, paints, and other mixed medias.

To encourage continued art making throughout the session and into the upcoming school year, each student artist will be given his/her own individual writing/drawing journal and mark-making tools.

Each Camp Session will culminate in the creation of a large-scale group painting at each Community Center. The painting will become a lasting artifact of the week’s community and leadership building art camp.

Dates, times, and locations:

Session 1: July 18-22

Daily camp session: 9:00 a.m. - 12:00 p.m.

Location: Glendale Community Center/Rose Lane Community Center

Session 2: July 18-22

Daily camp session: 1:00 p.m. - 4:00 p.m.

Location: Glendale Community Center/O’Neil Rec Center (R.O.O.T.S.)

Session 3: July 25-29

Daily camp session: 1:00 p.m. - 4:00 p.m.

Location: Glendale Community Center North

Session 4: July 25-29

Daily camp session: 9:00 a.m. - 12:00 p.m.

Location: Glendale Community Center Break Thru

Session 5: August 8-12

Daily camp session: 9:00 a.m. - 12:00 p.m.

Location: Heroes Park Community Center (Wheels in Motion)

2. **Compensation.** The City will pay the Artist as follows:
 - A. For services described in Section 1 of this Agreement, the Artist shall receive a sum not to exceed \$9,500.00, which shall be payment in full for materials, labor, installation, travel, taxes, insurance and any other expenses needed to perform the Artist Services and complete the Summer Camp Sessions.
 - B. Payments shall be paid in two (2) installments. City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project. Each payment will be made within thirty (30) days after receiving an invoice from the Artist. Artist should email invoices to Mvahabzadeh@glendaleaz.com.
3. **Indemnification.** Artist assumes the risk of all damage, loss, cost, and expense, and agrees to defend, indemnify and hold the City harmless from and against any and all liabilities, damage, loss, cost, and expense that may accrue to or be sustained related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions caused in whole or part by the Instructor performing the work or services under this Agreement. This indemnity will be binding on Artist, its successors and assigns and will be in the benefit of and be available to the City. The above defense, indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City. This indemnification survives after the termination of the Agreement.
4. **Insurance.** Artist agrees to maintain general liability insurance with a limit of not less than \$1,000,000 for each occurrence while this Agreement is in effect if required below. The insurance shall name the City as an additional insured. Proof of insurance must be provided to the City no later than the effective date of this Agreement.
5. **Insurance Certification.** Artist certifies that the activities provided under this Agreement are casual or incidental in relation to the Artist's other types of work or sources of compensation. Yes No

City Use Only. Activities evaluated under Risk Management insurance criteria? Yes No
 Insurance Required? Yes No

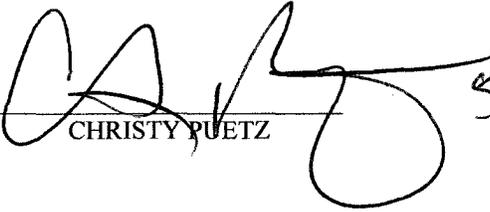
6. **Independent Contractor.** Under the terms of this Agreement, Artist is an independent contractor and has and retains full control and supervision of the services performed. Furthermore, this Agreement is not intended to create, constitute, or otherwise to recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the parties rights and obligations shall be only those expressly set forth in this Agreement. Artist understands that no benefits are offered and hereby acknowledges that Artist expects no benefits during the term of this Agreement.
7. **Background Investigation.** By signing this Agreement the Artist expressly authorizes the City to conduct all necessary and appropriate investigations under the law. This includes, but is not limited to employment history, criminal history and educational history.
8. **Immigration Laws.** Artist warrants, to the extent applicable under A.R.S. § 41-4401, that
 - 8.1 Artist does not have employee, or
 - 8.2 Artist has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects Artist to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Artist or any of its employees participating in this Agreement to ensure compliance with this paragraph.
9. **Jurisdiction/Conflicts.** This Agreement will be construed in accordance with the laws of the State of Arizona. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

10. **Effective Date/Termination.** This Agreement is effective as of the date of the last signature affixed below and terminates upon the conclusion of the last session of the Class described in the "Employment" section of this Agreement. Glendale may immediately terminate the Agreement upon Artist's nonperformance or breach of any term in this Agreement.
11. **Miscellaneous.** Artist agrees to use his/her best efforts to promote the interests of the City and to devote his/her full business time and energy to the position during the terms of this Agreement and to perform all functions in a professional manner.
12. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
13. **Assignment.** This Agreement is personal to the Artist, and cannot be assigned to another party without first obtaining the written consent of Glendale.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

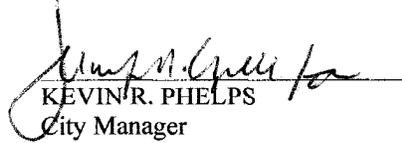
I have read the foregoing and agree to the terms including the period and nature of my service, and rate of payment.

"Artist":


CHRISTY PUETZ 5-26-16

"City":

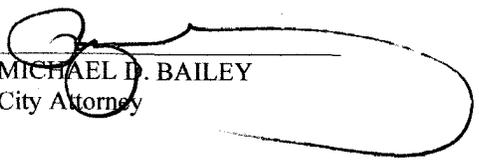
CITY OF GLENDALE


KEVIN R. PHELPS
City Manager

ATTEST:


PAM HANNA
City Clerk

APPROVED AS TO FORM:


MICHAEL D. BAILEY
City Attorney

EVIDENCE OF INSURANCE

ISSUE DATE: 05/06/2016

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| <p>Master Policy Named Insured National Professional Purchasing Group Association, Inc. c/o Lockton Affinity, LLC P. O. Box 410679 Kansas City, Missouri 64141-0679</p> | <p>THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE EVIDENCE HOLDER. THIS EVIDENCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE CERTIFICATE DESCRIBED BELOW.</p> |
| <p>Named Insured Member: Christin Puetz /DBA XTY ART, INC. 1341 W. Woodland Ave. Phoenix, AZ 85007</p> <p>Member Certificate Number: 105-1015431-02 Primary Occupation: Art Music Dance Recreational Therapists Secondary Occupation:</p> | <p>INSURERS AFFORDING COVERAGE: Certain Underwriters at Lloyd's, London</p> |

THE EVIDENCE OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE ISSUED TO THE MEMBER NAMED ABOVE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE MASTER POLICY TO WHICH IT REFERS TO. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

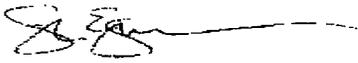
- 1. Unique Market Reference Number:** B0713GLOPR1500702
- 2. Policy Period:** The **Policy Period** shall commence during the **Policy Period** set forth below. Coverage shall commence from the date upon which the **Named Insured** holds a valid RPG membership during the **Policy Period** and shall continue up to but not exceeding 365 days in all.

From: 02/04/2016
To: 02/04/2017

Both dates at 12:01 a.m Local Time at the address listed in Named Insured stated above.

- 3. Policy Administrator:** Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679
- 4. Insuring Agreements and Limits of Liability**

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| A. Professional Liability: | |
| i. Each Claim includes Claims Expenses | \$1,000,000 |
| ii. Aggregate Limit of Liability includes Claims Expenses | \$1,000,000 |
| B. General Liability (includes Host Liquor Liability) | |
| i. Each Claim includes Claims Expenses | \$1,000,000 |
| ii. Aggregate Limit of Liability includes Claims Expenses | \$1,000,000 |
| C. Fire/Water Damage Legal Liability from any one fire or Water Damage includes Claims Expenses | \$100,000 |
| D. Medical Expense Payments | |
| i. Each Person | \$2,000 |
| ii. Aggregate Limit of Liability | \$50,000 |
| E. Policy Aggregate Limit of Liability includes Claims Expenses | \$1,000,000 |
| Supplementary payments are in addition to these limits. | |

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| <p>EVIDENCE HOLDER</p> <p>City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301</p> | <p>CANCELLATION</p> <p>SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE</p>  |
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Customer #: 1366659