Elek, Cynthia

CITY CLERK
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C-7973
03/28/2012

Special Interest Classes – Activity Agreement

Vendor # : VENDOR
Date: _____

Parties

"Glendale" or "City"
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

and

"Instructor"
Cynthia Elek
16208 South 1st Avenue
Phoenix, Arizona 85045

Workshop. Glendale hereby contracts Instructor for the following workshop at the 2012 Summer Art Camp:
Name: "Prism of World Music"
Location: Sahuaro Ranch, Fruit Packing Shed
Dates and times offered: 1 pm to 4 pm from 6/18/2012 to 6/21/2012
Student Cap: No more than 16 students per session
Student Age range: 6-9

Description. Instructor will provide one four-day workshop titled: "Prism of World Music" in which participants will be introduced to other countries and cultures through songs, singing games, instruments, dances, storytelling, song-writing and musical listening. Participants will use their voices, bodies and imaginations to transform themselves into other characters.

Day 1: North America including Native America, Hawaii, Mexico; Hula chants and songs with traditional music; Game playing Navajo story; Song and dance from Mexico
Day 2: South America and the Caribbean; Rainforest story enactment with masks; Haiti dancing game and story
Day 3: Africa, Asia; Drumming story; rack-passing game; Indian instrument story; tracing of blues from Africa (song-writing); Flute song from China
Day 4: Europe, Australia: German partner dance; Russian chanting story; Dramatize an Australian story using Instruments; Compose a piece using sound icons. Tuned tube activity

Compensation. Glendale agrees to pay the instructor:
$100.00 per hour times 12 hours totaling but not exceeding $1,200 for the workshop and all material. Glendale will pay the Instructor no later than 30 days after receiving the invoice from the Instructor.

Indemnification. Instructor assumes the risk of all damage, loss, cost, and expense, and agrees to defend, indemnify and hold harmless the City 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 Instructor, 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. The indemnification will effective after the termination of the Agreement.

Insurance. Instructor 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. 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.
Insurance Certification. Instructor certifies that the activities provided under this Agreement are not Instructor's main source of income. Yes____ No ✓

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

Independent Contractor. Under the terms of this Agreement, Instructor 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. Instructor understands that no benefits are offered and hereby acknowledges that Instructor expects no benefits during the term of this Agreement.

Background Investigation. By signing this agreement the Instructor 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.

Immigration Laws. Instructor warrants, to the extent applicable under A.R.S. § 41-4401, that Instructor does not have employee, or Instructor 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 instructor to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Instructor or any of its employees participating in this Agreement to ensure compliance with this paragraph.

Prohibitions. Instructor certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have "scrutinized" business operations, as defined in the preceding statutory authority, in the countries of Sudan or Iran.

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.

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 workshop described in the "Workshop" section of this Agreement. City may immediately terminate the Agreement upon Instructor's nonperformance or breach of a material term in this Agreement.

Miscellaneous. Instructor must use his or her best efforts to promote the interests of Glendale 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.

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.

Assignment. This Agreement is personal to the instructor, and cannot be assigned to another party without first obtaining the written consent of the City.

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

Instructor: Cynthia H Elek Date: 3/8/2012
Cynthia Elek, Artist

Glendale: Date: 3.25.12
Erik Strunk, Executive Director
Parks, Recreation and Library Services

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney