CITY CLERK
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C-8923
05/16/2014

Special Interest Classes – Activity Agreement

Parties

"City"		Will Clipman
Glendale Public Art Program		3698 Goret Road
5959 West Brown Street	and	Tucson, Arizona 85745
Glendale, Arizona 85302		520-591-0776
623-930-3557		

1. **Employment.** The Parties hereby enter into an Activity Contract ("Agreement") for the following special interest activity:
   Workshop: Planet of Percussion

   Address:
   Foothills Recreation and Aquatics Center – Room 212
   5600 West Union Hills Drive
   623-930-4600

   Dates and times:
   M, T, W, TH - June 16, 17, 18, 19
   9:00 a.m. – 12:00 p.m. for ages 7-10 (limit: 16 students)
   1:00 p.m. – 4:00 p.m. for ages 11-14 (limit: 16 students)

2. **Compensation.** The City agrees to pay the Instructor $100.00 per hour times 24 hours, totaling $2,400 for the workshop and materials. Glendale will pay the instructor no later than 30 days after receiving the invoice from the instructor. Please email your invoice to: MVahabzadeh@glendaleaz.com.

3. **Indemnification.** Instructor 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 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. This indemnification survives after the termination of the Agreement.

4. **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. 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.** Instructor certifies that the activities provided under this Agreement are casual or incidental in relation to the Instructor's other types of work or sources of compensation. Yes __X__ No ____

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

6. **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

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in this Agreement. Instructor understands that no benefits are offered and hereby acknowledges that Instructor expects no benefits during the term of this Agreement.

7. **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.

8. **Immigration Laws.** Instructor warrants, to the extent applicable under A.R.S. § 41-4401, that

   8.1 Instructor does not have employee, or

   8.2 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.

9. **Prohibitions.** Instructor certifies, under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that he/she does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

10. **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.

11. **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 Instructor's nonperformance or breach of any term in this Agreement.

12. **Miscellaneous.** Instructor 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.

13. **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.

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

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

"Artist"

WILL CLIPMAN

"City"

CITY OF GLENDALE

ERIK STRUNK
Executive Director
Parks, Recreation and Library Services

ATTEST

PAM HANNA
City Clerk

APPROVED AS TO FORM

MICHAEL BAILEY
City Attorney

(Revised 4/22/13)