

Independent Contractor

Agreement

**CITY CLERK
ORIGINAL**



City of Glendale
Glendale Channel 11
9494 W. Maryland Ave.
Glendale, AZ 85305

C-8415
04/04/2013

Midnight Sun Films LLC (Contractor), an Arizona limited liability company, and the City of Glendale, an Arizona municipal corporation ("City"), now enter into this agreement ("Agreement") to have the Contractor provide professional services that shall result in the completion of one (1) 30-minute Bus Buddies/Bus and Gus Individual Training (B.A.G.-I.T.) Production ("Show") for the City of Glendale's cable station, Glendale 11.

Contractor, through its Managing Member Gary Stafford, will be responsible for completion of the Show, an instructional program on the benefits and use of the public transit system in Glendale. Contractor's services will include acting as the writer and photographer, as well as shooting the host "standups." Contractor's responsibilities also include assisting in the production and editing of the Show's opening, designing graphics and "bumps," and choosing music where appropriate. Contractor shall also participate in story meetings with Transportation Services staff; work with the host and producer on shooting, editing and hosting; and work with the Cable Media Administrator and Executive Producer to ensure all needs are met on the production. Contractor further agrees that Glendale 11 will have final editorial control over all aspects of the Show, including the right to make any changes.

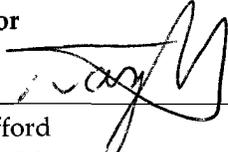
Contractor shall complete the Show in a timely manner to air on Glendale 11 in the Spring of 2013.

The City shall pay Contractor a flat fee of Three Thousand Five Hundred Dollars (\$3,500), which shall be payment for all services rendered under this Agreement and the timely completion of the Show in a ready-to-broadcast format in the Spring of 2013.

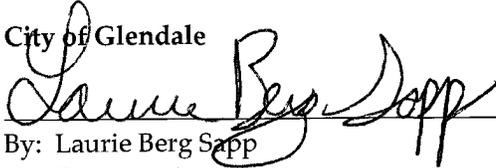
Contractor is an independent contractor and not in any way an agent for the City. Contractor shall be solely responsible for payment of all applicable taxes, assessments, and licensing fees. Contractor must comply with all laws, ordinances, and regulations pertaining to the services rendered under this Agreement. Contractor shall indemnify and hold harmless the City from any claims or actions that arise from its activities in the performance of this Agreement regardless of type or how presented, including any damages, attorneys' fees, costs, and expert witness fees. Contractor shall obtain and maintain sufficient insurance coverage against any and all possible types of casualty and liability.

Contractor further agrees that should the City, in its sole discretion, determine that Contractor is not fulfilling its obligations under this Agreement; the City shall have the right to terminate this Agreement immediately without prior notice.

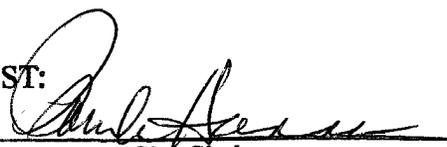
Contractor agrees to the additional federal regulations and requirements set forth in Attachment A.

Contractor


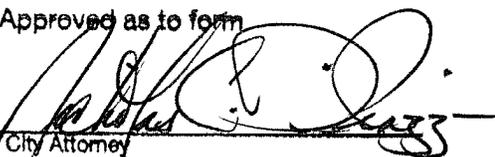
Gary Stafford
Managing Member
Midnight Sun Films, LLC
Date: 1-24-13

City of Glendale


By: Laurie Berg Sapp
Its: Cable Media Administrator
Date: 1/30/13

ATTEST:


City Clerk

Approved as to form


City Attorney