

**SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND RONI ZIEMBA**

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this ^{ofh} 6 day of January, 2015, between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and RONI ZIEMBA, (the "Contractor"). City and Contractor agree as follows:

- Scope of Work. Contractor shall provide services as set forth in the work order ("Services"), attached and incorporated by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**

 - Compensation. City shall pay Contractor a maximum contract price of \$ [purchase price] for the Services. This Contract 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. The original purchase price and any amendment, addendum or change order may not equal or exceed \$15,000.00 in the aggregate.

 - Term. This Contract shall be effective as of the date set forth above and shall 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 Contract and to the highest professional standards in the field.
5. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought in Maricopa County, Arizona.
6. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the

Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

7. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.

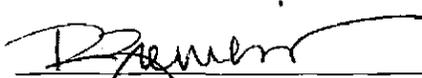
8. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.

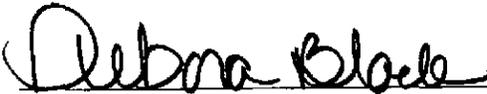
9. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

The parties enter into this Contract effective as of the date shown above.

Roni Ziemba,
an individual

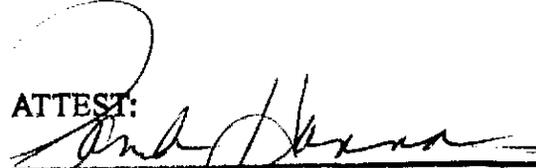
City of Glendale, Arizona
an Arizona municipal corporation


By: Roni Ziemba 1.1.15 (15)

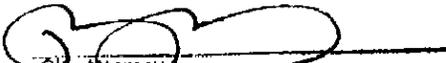


By: Debora Black

Its: Chief of Police

ATTEST:

City Clerk

Approved as to form


City Attorney

GPD Ziemba Work Order

PHOTOGRAPHY:

Six shoot days included in the package price

- Two 2-day block shoots with Glendale Police and Fire Departments (Four shoot days / ten hours per day.)
- Pro Bowl 2015 shoot day (shoot fee waived.)
- Super Bowl 2015 shoot day (shoot fee waived.)

*Assistant required during Pro and Super Bowl hours, access needed.

GPD and GFD are responsible for coordinating trainings and drills which will produce the most exciting imagery possible.

- Minimum of one week advance notice to schedule shoot days.
- Cancellation fee: GPD will be charged full shoot price of \$1,500. Per day, if cancelled within 72 hours of shoot date.
- Additional shoot days will be invoiced at the standard \$1,500 per day unless agreed upon otherwise by both parties.

PRODUCTION:

- 35 hours of editing time included in package price
- Editing and treatment of images resulting from the four police and / or fire shoot days and Pro and Super Bowl days.
- Book production and design (not including change orders.)

PRODUCT:

Art pieces:

- Five of 30x40" finished art pieces or comparable sizing are included in the \$9,995 package price.
- Finished Pieces are printed on Premium Kodak metallic paper, fused between two sheets of 1/8" Super Plexiglass and museum mounted to float away from wall.
- Four weeks lead time must be allowed to produce finished art pieces.

Book:

- Glendale PD will pay Ziemba a \$75 flat fee for each hard bound book ordered for first 100 units at a maximum of 100 pages each. Price subject to change after 100 orders reached.
- GPD must provide all text and copy that will appear in publication.

TRAVEL:

Billed separately from contract:

- Mileage: .52 / mile
- Meals: \$45 / day
- Lodging: \$95 / day if block shoot is scheduled

COPYRIGHT:

- Ziemba Photographic Arts will retain all copyright. GPD / GFD will be granted usage as outlined below.
- Credit must accompany all usage except where stated. Credit should read as follows: Ziemba Photo. In all cases credit must be in close proximity to image (or on inside cover or table of contents page) to insure appropriate representation of author.

UNLIMITED USAGE INCLUDED:

- Web - All GPD / GFD website usage.
- Social Media - All GPD / GFD social media usage. (Watermarking must accompany. Ziemba Photo will supply GPD with watermarked images.)
- Media - TV, Magazines (Cover / Editorial) - All usage requested by media. (GPD is responsible for assuring credit.)
- Collateral (brochures) - All usage for promotional brochures, rack cards, etc. (Need not include photo credit.)

USAGE FEES:

- Billboard / Posters - \$300 per image. One-time fee.
- Collateral (annual reports) - \$300 per image for front, back or outside cover page usage. Inside images included in package.

*Usage does not include transfer or sale to third parties. Images may only be used to promote and represent GPD and / or GFD as applies.

PROMOTION:

Work with GPD and / or GFD will be promoted at the discretion of Ziemba Photographic on the following media sites:

- ziembaphoto.com (blog and image placement on home pages)
- 520hero.com
- facebook.com/ziembaphoto ~ facebook.com/strongerthansteelusa
~ facebook.com/heroesday
- instagram.com/ziemba_photo
- twitter.com/@ziembaphoto
- Stronger Than Steel 2015 Collection (including art show and book.)

LIABILITY AND RELEASE OF LIABILITY:

GPD must take reasonable care to protect Ziemba during shoots, but The City of Glendale will not be liable for the person and property of Ziemba if that reasonable care is taken.

ACCESS AND REPORT TO:

Roni Ziemba will report directly to Chief Debora Black, and any agent that Chief Black assigns. Any and all assignments, contacts, shoot dates must be communicated in writing via email to Ziemba Photographic.

PACKAGE PRICE: \$9,995.00

DEPOSIT: 50% at time of signing, prior to shooting to begin.

 **Ziemba Initials**

 **Glendale initials**