

**CITY CLERK  
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**C-10066  
06/23/2015**

**PERSONAL SERVICES CONTRACT  
FY2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM AGREEMENT**

This Personal Services Contract for FY2015-16 Performing Arts Partnership Program Agreement ("Agreement") is entered into this 23rd day of June, 2015 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and ARIZONA THEATRE COMPANY, an Arizona non-profit corporation, as an Independent Contractor ("IC").

**RECITALS**

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

**AGREEMENT**

- 1. **SERVICES TO BE PERFORMED.** By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").
- 2. **COMPENSATION.**
  - City will pay 50% of the performance fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the performance together with an IC invoice depicting the dates and times of the performance(s).
  - In consideration for the Services described herein, City will pay IC \$4,000. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. **PROMOTION.** IC must acknowledge City's support in press releases, performance programs and advertisements with the following credit line: "(Name of the Performance) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."
- 4. **FINAL EVALUATION.** IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.
- 5. **TAXES.** No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section

include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.

6. **WORKERS' COMPENSATION.** No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. **NON-DISCRIMINATION.** IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. **TERMINATION OR MODIFICATION.** This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. **IMMIGRATION LAW COMPLIANCE.**
  - a. IC, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
  - b. Any breach of warranty under Section 9(a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
  - c. City retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
  - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
  - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of City.
  - f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that



14. SURVIVAL. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

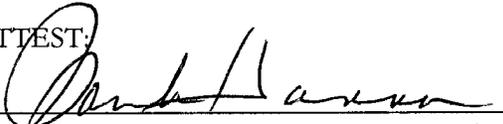
DATED this 23 day of June, 2015.

CITY OF GLENDALE,  
an Arizona municipal corporation



Richard A. Bowers  
Acting City Manager

ATTEST:

  
\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey  
City Attorney

ARIZONA THEATRE COMPANY,  
an Arizona non-profit corporation

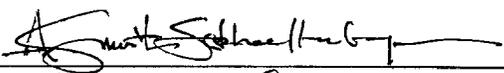
  
\_\_\_\_\_  
By: ALEXIS SMITH-SCHALLENBERGER  
Its: GRANTS MANAGER

EXHIBIT A  
SCOPE OF WORK

**Project:**

*A Midsummer Night's Dream*

**Description:**

Arizona Theatre Company's Shakespeare Theatre Residency teaches theatre art skills to 11<sup>th</sup> and 12<sup>th</sup> grade student at Glendale High School and Ironwood High School. The residency is four days three times per year. A community performance of the student production of *A Midsummer Night's Dream* will be offered at the Glendale Amphitheater at Murphy Park