

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

PERSONAL SERVICE AGREEMENT

P - 00149

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIS AGREEMENT is made and entered, in duplicate, as of October 21, 2016 for reference purposes only, pursuant to authorization by the PARKS AND RECREATION COMMISSION of the City of Long Beach ("Commission") at its meeting on October 20, 2016, by and between, ORLANDO GREENHILL, an individual ("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City").

1. ATTACHMENT "A". Attachment "A" to this Agreement is incorporated by this reference but shall be replaced during the term of this Agreement if the Commission adopts new or different fees. The replacement shall be designated Attachment "A-1" and so forth and shall then be incorporated by this reference.

2. SERVICES. Contractor shall provide instruction or services related to Instrumental Music Instruction on the days, at the times and locations, and with the minimum and maximum registration limits indicated in Attachment "A".

3. TERM. The term of this Agreement shall begin on October 1, 2016 and end at 11:59 p.m. on September 30, 2018, unless terminated earlier in accordance with Section 13.

4. FEES. City shall collect and process fees sent to it directly before and after the instruction or services begin. Contractor may, at Contractor's option, collect fees at the location where class is held and then shall deposit those fees within two (2) business days after receipt with the City's Department of Parks, Recreation and Marine, Registration/Reservations Office, between 9:00 a.m. and 6:00 p.m. on Monday through Friday, excluding holidays. Contractor must obtain approval from the Council for all fees that Contractor charges prior to the start of the instruction or services.

5. COMPENSATION. City shall pay to Contractor the following as compensation: Twenty-Five Dollars (\$25.00) per hour.

6. METHOD OF PAYMENT. City shall pay Contractor after City's verification of enrollment based on City's records. Contractor shall distribute Contract

1 Class Comment Cards to all class participants at the end of the last class.

2 7. INDEPENDENT CONTRACTOR. In giving instruction or performing
3 services, Contractor is and shall act as an independent contractor and not an employee,
4 representative, or agent of City. Contractor shall be free to contract for similar instruction
5 or services for others during the term of this Agreement. Contractor acknowledges and
6 agrees that (a) City will not withhold taxes of any kind from Contractor's compensation, (b)
7 City will not obtain workers' compensation or pay unemployment insurance to, for or on
8 Contractor's behalf, and (c) City will not provide and Contractor is not entitled to any of the
9 usual and customary rights, benefits or privileges of City employees. Contractor expressly
10 warrants that Contractor shall not represent himself/herself to be an employee or agent of
11 City.

12 8. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
13 certifies that at the time Contractor executes it and during the term of this Agreement
14 Contractor does not and will not give instruction or perform services for any other person
15 or entity which would create a conflict, whether monetary or otherwise, as between the
16 interests of the City and the interests of that other person or entity.

17 9. MATERIALS AND THE LIKE. Contractor shall furnish all labor,
18 supervision, supplies, materials, tools, machinery, equipment, appliances, transportation,
19 and the like necessary to or used in giving instruction or performing services under this
20 Agreement, at Contractor's sole cost. Contractor shall not require that participants in
21 instruction or services purchase any items needed for the class from Contractor if those
22 items are available from any other source.

23 10. COMPLIANCE. In providing instruction or services, Contractor shall
24 comply with all applicable laws, rules, regulations and directions from the Director of City's
25 Department of Parks, Recreation and Marine ("Director") or designee.

26 11. PUBLICITY. Contractor shall not place, maintain or permit signs,
27 names, insignias, logos, descriptive material or the like or advertise, promote or publicize
28 the instruction or services without the prior written approval of the Director or designee.

1 12. INDEMNITY. Contractor shall indemnify, protect and hold harmless
2 City, its Boards, Commissions, and their officials, employees and agents (“Indemnified
3 Parties”), from and against any and all liability, claims, demands, damage, loss, obligations,
4 causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses,
5 arising or alleged to have arisen, in whole or in part, out of or in connection with (1)
6 Contractor’s breach or failure to comply with any of its obligations contained in this
7 Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations
8 committed by Contractor, its officers, employees, agents, subcontractors, or anyone under
9 Contractor’s control, in the performance of work or services under this Agreement
10 (collectively “Claims” or individually “Claim”).

11 In addition to Contractor’s duty to indemnify, Contractor shall have a separate
12 and wholly independent duty to defend Indemnified Parties at Contractor’s expense by
13 legal counsel approved by City, from and against all Claims, and shall continue this defense
14 until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or
15 judgment of negligence, fault, breach, or the like on the part of Contractor shall be required
16 for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the
17 defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably
18 requested, in the defense.

19 13. TERMINATION. If Contractor defaults in performance, City shall give
20 to Contractor ten (10) days’ notice to cure. If Contractor has not cured the default within
21 that 10-day period, this Agreement shall automatically terminate on the tenth day without
22 further notice from City.

23 Notwithstanding any other provision in this Agreement, either party shall have
24 the right to terminate this Agreement by giving thirty (30) days prior notice to the other
25 party.

26 On termination, City shall pay to Contractor that proportion of compensation
27 identified in Section 5 earned by Contractor and unpaid by City as of the date of termination,
28 after receipt by City of an invoice from Contractor showing the unpaid amount.

1 14. AUDIT. City shall have the right at all reasonable times during the
2 term of this Agreement and for a period of five (5) years after termination or expiration of
3 this Agreement to examine, audit, inspect, review, extract information from, and copy all
4 books, records, accounts, and other documents of Contractor relating to this Agreement..

5 15. MINIMUM PARTICIPATION. City shall have the right to discontinue
6 a class or service or to relocate its location if the minimum class size established by
7 Contractor is not met for two (2) consecutive seasons (for example, Winter and Spring).

8 16. AMENDMENT. This Agreement, except the replacement of
9 Attachment "A", shall not be amended or any provision or breach waived except in writing
10 signed by the parties which expressly refers to this Agreement.

11 17. GOVERNING LAW. This Agreement shall be governed by and
12 construed pursuant to the laws of the State of California.

13 18. INTEGRATION. This Agreement, including all attachments,
14 constitutes the entire understanding between the parties and supersedes all other
15 agreements, oral or written, that relates to the subject of this Agreement.

16 19. NONDISCRIMINATION. Subject to applicable laws, rules and
17 regulations, Contractor shall not discriminate in the performance of this Agreement on the
18 basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity,
19 AIDS, HIV status, handicap or disability.

20 20. NO WAIVER. The acceptance of services or the payment of money
21 by City shall not operate as a waiver of any provision of this Agreement, or of any right to
22 damages or indemnity under this Agreement. The waiver of one default shall not constitute
23 a waiver of any other default or of the same default which subsequently occurs.

24 21. NOTICE. Any notice given in relation to this Agreement shall be in
25 writing and personally delivered or deposited in the U. S. Postal Service, first class, postage
26 prepaid, addressed to Contractor at 124 Hullett Street, Long Beach, California 90805, and
27 to City at 2760 N. Studebaker Road, Long Beach, CA 90815-1697 Attn: Director,
28 Department of Parks, Recreation and Marine. Notice of change of address shall be given

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 in the same manner as other notices. Notice shall be deemed given on the date personal
2 delivery is made or two (2) days after deposit in the mail, whichever occurs first.

3 22. CONTINUATION. Termination or expiration of this Agreement shall
4 not terminate the rights or liabilities of either party which accrued or existed during the term
5 of this Agreement and prior to its termination or expiration.

6 23. GOVERNING DOCUMENT. To the extent that there is any ambiguity
7 or inconsistency between this Agreement and Attachment "A", the terms and provision of
8 Attachment "A" shall govern.

9 IN WITNESS WHEREOF, the parties have executed this Agreement with all
10 formalities required by law as of the date first stated above.

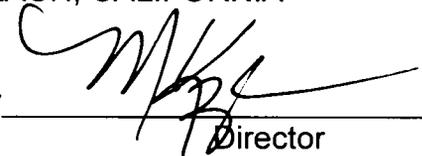
11 _____, 2016
12 *Nov 1*

13 
14 _____
15 ORLANDO GREENHILL

16 "Contractor"

17 PARKS AND RECREATION
18 COMMISSION OF THE CITY OF LONG
19 BEACH, CALIFORNIA

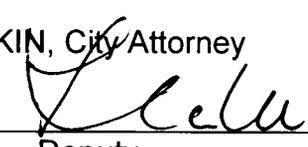
20 _____, 2016
21 *11/8*

22 
23 By _____
24 Director

25 "City"

26 This Agreement is approved as to form on _____, 2016.
27 *11/2*

28 CHARLES PARKIN, City Attorney

By 
Deputy

ATTACHMENT A
HOMELAND - PERSONAL SERVICE AGREEMENTS
October 1, 2016 - September 30, 2018

NEW - PERSONAL SERVICE AGREEMENTS

<u>NAME</u>	<u>FUNCTION</u>	<u>TERM</u>	<u>RATE</u>	<u>LOCATION</u>
Orlando Greenhill	Instrumental Music Instruction	Oct. 1, 2016 Sept. 30, 2018	\$25 per hour	Homeland Cultural Center