

INDEPENDENT CONTRACTOR AGREEMENT

This INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is entered into by and between the **VENDOR NAME** located at **ADDRESS**, (the "Contractor") and Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona, at 3773 N. Kaspar Dr, Flagstaff, Arizona 86004 ("NAIPTA"), effective as of **DATE** (the "Effective Date").

WHEREAS:

- A. NAIPTA requires the services of an independent Contractor to provide **General Consulting Services** (hereinafter "Services"); and
- B. NAIPTA requested a **Request for Statement of Qualifications, RSOQ**, in order to obtain these Services; and
- C. The Contractor submitted the successful **response**; and
- D. NAIPTA desires to contract with the Contractor to provide these Services; and
- E. The Contractor is ready, willing, and able to provide the Services.

NOW THEREFORE, in consideration of the mutual promises contained herein, Contractor and NAIPTA agree as follows:

1. SCOPE OF WORK

The scope of work to be performed is outlined in the RSOQ, 2017-400, attached hereto as Exhibit A, and the Contractor's response, attached hereto as Exhibit B. In the event of a conflict between the terms of the RSOQ and the Contractor's submission, the terms of the RSOQ shall govern. In the event of a conflict between the RSOQ, the Contractor's submission, and this Agreement, the terms of this Agreement shall govern.

2. BILLING AND PAYMENT

Fees. The fee is as described in the price listing submitted as part of Exhibit B and shall not exceed \$ _____, which represents Contractors submission.

A. Invoices.

Contractor shall submit to NAIPTA a monthly invoice describing the services performed. Fees shall be payable within thirty (30) days after receipt and approval of the statement by NAIPTA.

B. Expenses.

All Expenses incurred by the Contractor under this agreement are to be covered under the total contract compensation amount.

3. TERM OF AGREEMENT AND TERMINATION

The first term of this Agreement shall be for three (3) years from the effective date. This Agreement maybe be renewed in writing, signed by both parties, for up to one (1) additional two (2) year period upon the same terms and conditions. In the event no renewal is executed on or before the anniversary of the Effective Date, this Agreement shall automatically terminate at midnight on the day preceding the anniversary.

NAIPTA may terminate this Agreement, for any reason, in its sole and absolute discretion, with thirty (30) days written notice. NAIPTA will be responsible for all services performed through the date of notice of termination.

4. INDEPENDENT CONTRACTOR

It is understood that Contractor shall be an independent Contractor with respect to services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent or to have any other legal relationship with NAIPTA. Except as otherwise expressly provided herein, NAIPTA shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Consultant in order to perform services under this Agreement. Contractor understands that the Contractor is responsible to pay, according to law, the Contractor's income tax, and this may include Contractor's self-employment, social security, and other taxes. As an independent Contractor, Contractor is responsible for providing all workers' compensation insurance required by law. Contractor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

5. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

6. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Contractor agrees:

- A. To submit all reports and invoices specified in this Agreement in a timely manner.

- B. To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:
1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
 2. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by NAIPTA shall be retained by the Contractor until such appeals, litigations, claims or exceptions have been finally resolved.
 3. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. All documents and other work product generated on behalf of NAIPTA in connection with this Agreement (except for Contractor's notes for internal use) are the property of NAIPTA. Contractor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Contractor hereby assigns to NAIPTA all rights in such materials and copyrights therein.

7. CONFLICT OF INTEREST

During the term of this Agreement, Contractor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of NAIPTA. In the event of an unanticipated conflict of interest arises, Contractor shall immediately so inform NAIPTA. During the term of this Agreement, Contractor shall not undertake representation of other local government agencies on the matters stated in the Scope of Work, except as expressly authorized by NAIPTA.

8. APPROVAL BY NAIPTA

Before this Agreement shall become effective and binding upon NAIPTA, it must be approved by NAIPTA's Board of Directors. In the event that the Board of Directors fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

9. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Contractor hereunder, shall be assigned in whole or in part by Contractor without the prior written consent of NAIPTA.

10. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. §38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by NAIPTA if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of NAIPTA is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

11. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of services hereunder, Contractor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. §41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Contractor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

12. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. §41-4401, Contractor warrants to NAIPTA that Contractor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. NAIPTA retains the legal right to inspect the papers of any employee of Contractor or any subcontractor who works on this Contract to ensure compliance with this warranty.

NAIPTA may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty.

NAIPTA will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

13. ISRAEL BOYCOTT PROVISION

Each party certifies to the other that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. §35-393.

14. INDEMNIFICATION

The Contractor shall at all times indemnify, keep indemnified, defend and save harmless NAIPTA and any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by NAIPTA on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Contractor or its subcontractors or claims under similar laws or obligations. The Contractor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of NAIPTA or its employees.

15. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

16. NO AUTHORITY TO BIND NAIPTA

The Contractor has no authority to enter into contracts or agreements on behalf of NAIPTA, or in the name of NAIPTA, and nothing in this Agreement is to be construed to provide such authority.

17. DECLARATION BY CONTRACTOR

Contractor declares that the Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

18. NOTICE

Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

19. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

20. WAIVER AND SEVERABILITY

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

22. COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

23. PRIORITY OF DOCUMENTS

In the event of a conflict between the terms of this Agreement and the terms of any other document related to the Services, the terms of this Agreement shall prevail.

In the event of a conflict in the provisions of the Contract, as accepted by NAIPTA and as they may be amended, the following shall prevail in the order set forth below:

- Solicitation Instructions and Conditions
- Submission of Qualifications and Agreed upon Pricing
- Terms and Conditions
- General Conditions, including Federal Terms and Conditions
- Scope of Work or Technical Specifications

- Other Provisions of the Contract, whether incorporated by reference or otherwise

[SIGNATURE PAGES FOLLOW]

DRAFT

IN WITNESS WHEREOF, NAIPTA has caused this **document** to be executed by its duly authorized representative, this ____ day of _____, 20__.

NAIPTA

By: _____
Print Name

Its: _____
Title

(Signature)

Approved as to form:

By _____
Fredda J. Bisman
Dickinson Wright
General Counsel, NAIPTA

ATTEST: _____
Clerk of the Board

DRAFT