

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is made by and between _____ an Independent Contractor (“Contractor”) and the City of Mesa (“City”).

Under the terms of this Agreement the Contractor shall provide teachers or course instructors to teach classes, workshops or other services, (“Class(es)”) and the City shall provide registration services and space for said Classes at Parks, Recreation and Commercial Facilities properties, (“Facility/Property”).

1. **Term.** The Contractor will initiate the course and determine with the City of Mesa, (based on Facility availability as determined by the City), the dates and times that the class will be offered. The term of this agreement shall be from _____ to _____.

2. **Facility space.** The City will provide Contractor a suitable space at the Facility to teach the class and perform the services agreed to. The Contractor shall ensure that the space is kept reasonably clean during use, and shall clean said space at the conclusion of each use. Contractor shall also notify the City in advance of any/all Classes if Contractor believes that the space is not clean or if the space is unsafe, unhealthy or unfit for use.

3. **Registration for Classes.** The City will advertise Class(es) to be offered by Contractor and will be solely responsible for registering people to take the class. The City will provide Contractor with the names of people who have registered for the class. All registration materials/supplies shall be the sole property of the City. As part of the registration process, the City shall be responsible for collecting registration fees for Classes to be provided. It is understood and Contractor agrees that registration fees will be set at (30%) thirty percent of the total Class(es) cost (which shall include all Contractor fees and supply fees) or \$10.00, whichever is greater. In return for the City performing the services stated herein, the Contractor agrees that the City will retain the ENTIRE registration fee which is non refundable unless Class(es) is/are cancelled by the City prior to the start of Class(es). The Contractor shall be responsible for collecting all other fees, (Contractor fees and supply fees) associated with a Class(es). The Contractor shall be solely responsible for any/all participant refunds. Registration fees for Class(s) will NOT be refunded by the City. Contractor agrees that class registration must reach a minimum enrollment number as determined

by the City before the start of the class session(s). Class(es) not meeting minimum enrollment numbers will be cancelled by the City.

4. **Payment.** Contractor agrees that the City shall retain (30%) thirty percent of the total Class(es) cost (which shall not included Contractor fees, and supply fees.) or \$10.00, whichever is greater as payment for services rendered under the terms of this agreement. Contractor agrees that the City will retain the ENTIRE registration fee which is non refundable unless Class(es) is/are cancelled by the City prior to the start of Class(es). The Contractor shall be responsible for collecting all other fees associated with a Class(es).
5. **Tools and Equipment.** Contractor shall provide all of the tools and equipment necessary to teach a Class(es). An exception will will not be made for this Class(es) in which the City will provide the following: _____

6. **Scope of Services.** Contractor will devote sufficient time and energy to preparing for and teaching a Class(es) to provide enjoyable, worthwhile instruction to the people who register. Contractor shall have and exercise total control over the course content and materials. Contractor understands that the City will not supervise or control the actual services provided but that the Contractor will teach the Class(es) in a way that will reflect credit upon him/her and the City. The City will have the right to cancel this agreement if Contractor or employees of the Contractor conduct themselves in a manner that will bring discredit or embarrassment to the City.
7. **Non-Exclusive Agreement.** The Contractor and City agree that is not an exclusive agreement between the parties, and that the Contractor may perform the same or similar work for other employers, and that the City may hire others to teach the same or similar Class(es) which the Contractor is providing.
8. **No Employer-Employee Relationship.** It is expressly implied and Contractor agrees that the Contractor is not an employee of the City. Contractor agrees that it will be solely responsible and liable for paying compensation, benefits and taxes for its own employees. Further, Contractor will be solely responsible and liable for the withholding or payment of income taxes, social security, and Medicare taxes, other withholding taxes, self-employment taxes, workers' compensation benefits, health and life insurance benefits, sick and vacation benefits for Contractors own employees. The Contractor and City further understand and agree that this agreement is not a combination of business or financial operations, but rather each will maintain its own business and financial operations separately.
9. **Obey All Laws.** Contractor agrees to teach Class(es) and provide the services in accordance with all City, State and Federal applicable laws. Further, Contractor understands that the City will not provide any business registrations or licenses

required to perform the services and that Contractor is solely responsible for purchasing and maintaining any business registrations or licenses required to perform the Class(es).

10. **Authority.** Each party states that he/she/it has the requisite authority to enter into and sign this agreement, that the statements in this agreement are true and correct statements, and that no coercion or duress was involved in entering into or signing this agreement.

11. **Indemnification.** Contractor agrees to defend, hold harmless, and indemnify Mesa from any loss damage, liability, cost, charge, or expense, whether direct or indirect, including without limitation reasonable attorney's fees, whether to any person or property, to which Mesa, its agents, employees or said parties may be put or subject to be reason of any act, action, neglect, omission, or default on the part of the Contractor or the Contractor's agents, employees, subcontractors or person employed by them including, without limitation, actions or bodily injury, illness, death, or for property damage. The obligations of this section shall survive the expiration or other termination of this Agreement.

12. **Compliance with Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

Background Check. Contractor agrees that all persons performing any of the services set forth herein must complete a successful background check, performed by an organization approved by the City, including a fingerprint check, which Contractor will pay the cost for, prior to providing any such services. Contractor shall provide the City with contact information for each such person at least eight weeks prior to the proposed start date in order to ensure that the background check can be completed prior to the performance of services. The Contractor also must provide to the City a valid copy of said findings prior to Contractor or their employees working on City property if requested.

Insurance. Contractor agrees that all persons performing any of the services set forth herein shall have and maintain at all times while working on City facilities all applicable insurance coverage needed to perform said services in accordance with all City, State and Federal applicable laws. Additionally, Contractor shall provide the City with copies showing proof of all necessary coverage's.

Dated this _____ day of _____, _____

CITY OF MESA

INDEPENDENT CONTRACTOR

By: _____

By: _____

(signature)

(printed name)

(Tax Identification Number)

(address)

(day phone)

(evening phone)