

INDEPENDENT CONTRACTOR AGREEMENT

1. DEFINITIONS

- a. **Contractor.** Hereinafter, the term “*Contractor*” shall be construed to mean NAME
The address, phone numbers, Email address, and taxpayer’s identification number (TIN)
for Contractor are:

Name: Phone numbers:
Address:

TIN:

- b. **Client.** Hereinafter, the term “*Client*” shall be construed to mean CHURCH_NAME
Episcopal Church, or any legal or authorized representative thereof.

For purposes of this Agreement, the address and phone numbers for CHURCH_NAME
Episcopal Church are:

CHURCH_NAME Episcopal Church Phone: 999-999-9999
Attn: WARDEN_NAME
STREET_ADDRESS
CITY_STATE_ZIP

- c. **Agreement.** Hereinafter, the term "Agreement" means this General Consulting
Agreement between Contractor and Client.

2. GENERAL TERMS AND CONDITIONS

- a. Contractor’s specific services are not currently part of Client's core operations and that
therefore the church needs to contract independently for Contractor’s specific skill set.
- b. This Agreement requires the personal services of Contractor primarily and normally will
not require the services of other employees, technical specialists, or subcontractors
employed or engaged by Contractor unless specifically approved by the Client.
- c. All notices, requests, directions, or other communications hereunder shall be directed to
the appropriate party at its address, phone numbers, or Email address as stated above
unless such party designates an alternative address to the other party in writing.
- d. The Client does not retain the authority to direct the day-to-day performance of
Contractor’s services, but rather is requesting certain tasks to be accomplished by
Contractor based upon Contractor’s specific skill set and expertise.
- e. Contractor will not require the use of Client’s equipment, or supplies in the performance
of consulting work under this Agreement unless otherwise mutually agreed. Client will
not provide training to Contractor and will not be obligated to furnish materials, or
clerical assistance on Client’s premises.
- f. Contractor agrees that all work performed for Client under this Agreement will be of
commercial, professional quality suitable for its intended use. Contractor further agrees
to make reasonable revisions and improvements to any and all work products produced

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under this Agreement upon request of Client, at no additional cost to Client unless otherwise mutually agreed.

- g. Contractor will not be required to produce or submit formal, written reports under this Agreement except when such reports are a deliverable work product of one or more task orders. Notwithstanding the intent of this clause to relieve Contractor of formal reporting responsibilities, it is understood and mutually agreed that Contractor may, from time to time, provide verbal status or progress information to Client that is consistent with the kinds of information customarily provided by a subcontractor to a general contractor to allow the general contractor to coordinate the efforts of various other subcontractors and vendors as necessary to ensure that the entire project is completed on schedule.
- h. Work under this Agreement will be either performed on a fixed-price or time and expense basis as set forth in Appendix B of this Agreement. Contractor agrees that the cost of travel, lodging, and miscellaneous other related expenses will be included within fixed price task orders unless otherwise mutually agreed.
- i. Unless otherwise mutually agreed, Contractor is responsible for providing all tools, materials, and equipment required to accomplish the work ordered under this Agreement.
- j. Contractor will not be compensated or reimbursed for any cost overruns or unforeseen expenses incurred in the prosecution of fixed-price work under this Agreement unless otherwise agreed to in a writing executed by both parties.
- k. Contractor is obligated contractually by this Agreement to complete the specified work and may not voluntarily or unilaterally terminate work ordered under this Agreement without the express written consent of Client.

3. STATUS

- a. Contractor is an independent contractor and not an employee of Client. It is understood and agreed that Contractor may have other customers and clients and that Client does not require or desire the full-time services of Contractor.
- b. No employer or employee relationship shall exist between Contractor and Client as a result of this Agreement. Client will not control the timing, manner or method of Contractor's performance. Contractor is responsible for determining when various elements of the specified tasks and deliverable work products are to be performed in order to meet the specified quality standards and delivery dates for all work ordered under this Agreement.
- c. Client will not withhold federal or state taxes from fees paid to Contractor. Similarly, as an independent contractor, Contractor shall not be eligible to participate in any benefit programs of Client including, but not limited to, Worker's Compensation Insurance, Unemployment Insurance, and Liability Insurance.
- d. It is mutually understood and agreed that the contractually specified services will be provided by Contractor and that no assignment of the work ordered hereunder may be made by Contractor to a third party without the written authorization of Client.

4. CONFLICT OF INTEREST AND STATUTORY COMPLIANCE

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- a. Contractor will provide services under this Agreement on a non-exclusive basis. Client recognizes and agrees that Contractor may work on projects and work assignments for other companies, firms, Contractors or business entities during the term of this Agreement provided, however, that such projects and work assignments shall be other than those ordered under this Agreement and that no conflict of interest is thereby created.
- b. In performance of work under this Agreement, Contractor, and any employees, technical specialists, or subcontractors employed or engaged by Contractor, shall conduct themselves in a professional and ethical manner and in compliance with all applicable laws and government regulations.

5. SCOPE OF SERVICE PROVIDED

The general scope of work to be provided under this Agreement is described in Appendix A.

6. PERFORMANCE

- a. Contractor shall abide by delivery terms and dates established in individual task orders or as otherwise mutually agreed to in writing.
- b. Contractor shall not be held liable for delays or penalties assessed against Client due to Client's failure to provide information or resources needed for timely completion of work products specified in Appendix A and any task orders subsequently issued under this Agreement. In such cases, Client shall be liable for payment of all Contractor services satisfactorily rendered.
- c. Client shall be liable for payment of all Contractor services rendered that have met specified performance requirements as determined by Client's authorized representative after reasonable inspection.

7. ORDERING OF WORK

- a. Except as provided in Section 9(f) below, Client will order all work under this Agreement by issuance of a written task order, a sample of which is incorporated herein as Appendix D. Contractor will undertake no work, nor shall Client be liable for any associated expenses, unless and until Client issues one or more task orders to Contractor.
- b. As specified in Appendix A, Contractor may provide one or more of a variety of services to Client including but not limited to: construction planning, obtaining governmental permits, selection of subcontractors, construction of projects in accordance with governmental regulations; and other work related to services provided.
- c. Prior to authorizing performance of work under an individual task order, Client may request, and Contractor agrees to provide, a fixed-price proposal or a time and expenses cost estimate, as applicable.
- d. Except as provided below, Client will authorize work on one or more written task orders which will be transmitted to Contractor by U.S Mail, Commercial Delivery Service, or electronically in the form of a suitable attachment to an E-Mail message. Contractor will confirm receipt and acceptance of such task orders by E-Mail within 2 working days of

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receipt and will return a signed copy of the task order to Client within 10 working days from the date of issue.

- e. Unless otherwise designated in writing by Client, the only persons authorized to order and approve work under this Agreement are:

WARDEN_NAME, Title

OTHER_NAME, Title

- f. The parties are mutually agreed that Client may issue, and Contractor may accept, verbal task orders for work requiring eight or fewer man-hours to complete. In the event that Client issues and Contractor accepts such verbal task orders, Contractor will record a brief description of the work to be performed, the name of the Client representative initiating the verbal task order, and the date the work was ordered. Client agrees to compensate Contractor for work performed under such verbal task orders as specified in Section 10 of this Agreement.
- g. Unless agreed to in writing by Client, Contractor will not cancel or terminate work under a task order that has been properly executed by both parties.

8. CONSIDERATION AND PAYMENT

- a. Any work to be performed on a firm-fixed-price (FFP) basis will be fully described in one or more properly executed written task orders setting forth the work to be performed, required delivery dates, and the agreed-to fixed-price compensation. Client and Contractor agree that such FFP task orders, when properly executed by both parties, shall be automatically incorporated into and made a part of this Agreement.
- b. When uncertainties involved in task order performance do not permit costs to be estimated with sufficient accuracy to use a firm-fixed-price task order, or as a matter of convenience, Client may request that Contractor perform various consulting services on a time and expenses (T&E) basis. Services provided on a T&E basis may include but are not limited to: construction planning, obtaining governmental permits, selection of subcontractors, construction of projects in accordance with governmental regulations; and other work related to services provided. Except as provided in Section 9(f) of this Agreement, any work to be performed on a T&E basis will be ordered by Client on one or more properly executed written task orders describing the work to be performed and an estimate of the labor and expenses necessary to accomplish the specified work. Client and Contractor agree that such T&E task orders, when properly executed by both parties, shall be automatically incorporated into and made a part of this Agreement.
- c. In the event that Client orders work not included in any applicable fixed-price task order, such as for services provided on a T&E basis, Client agrees to compensate Contractor for productive work actually performed at the rates set forth in Attachment B, Schedule of Rates and Prices.
- d. For work ordered by Client that is not included within any applicable fixed-price task order, Client will reimburse Contractor for reasonable and actual non-travel-related expenses incurred by Contractor in performance of work under this Agreement only

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when such expenses are approved in advance by Client. Exceptions to the requirement for advance approval may be made at the sole discretion of Client.

- e. Contractor shall not be entitled to reimbursement for travel and related expenses for work in connection with any applicable fixed-price task orders unless specifically authorized by Client in writing. Expenses incurred under the fixed-price task orders are subject to the specific provisions of such task Orders.
- f. For work ordered under this Agreement on a T&E basis, Contractor will typically be authorized reimbursement for travel and related expenses as indicated below, and in accordance with Diocesan policies (attached). Travel expenses to be incurred in connection with T&E work under this Agreement must be approved in advance by Client on an applicable task order and, when so approved, will be reimbursed as indicated. Requests for reimbursement of travel-related expenses must be submitted with accompanying documentation to Client on forms approved by Client.
 - Meals, in connection with a business meeting, or paid for by others, are not reimbursable.
 - Round trip travel via personally-owned-vehicle (POV), at the current IRS mileage rate, from Contractor's place of business to one of Client's business operations or other location, as necessary to perform services pursuant to this Agreement.
- g. Contractor shall be solely liable for filing all applicable tax returns and paying all state, federal and local taxes with respect to compensation resulting for Contractor's performance under this Agreement.
- h. Contractor agrees that labor costs associated with travel time are included in fixed-price and T&E rates invoiced for productive work and that labor costs for travel will not be separately compensated by Client. Contractor further agrees that all general and administrative overhead expenses and profit of Contractor are included in fixed-price and T&E rates, as applicable, and will not be separately compensated by Client.
- i. Compensation to Contractor for the services rendered, or reimbursement for expenses incurred, will be paid by Client upon receipt of a properly completed invoice describing the services performed pursuant to this Agreement and the release of all claims of material men or subcontractors on the project. Contractor's invoice shall show fixed-price and T&E billing elements separately and shall provide sufficient detail to permit Client to understand and verify the accuracy and propriety of the invoice. Contractor shall attach receipts or other suitable and sufficient documentation for all reimbursable expenses. When completing timesheets, Contractor shall include a thorough and complete description of all work performed.
- j. Contractor shall submit invoices for work performed on a T&E basis on the first day of each month for work performed the previous month. Unless otherwise mutually agreed in writing, Contractor will submit invoices for any fixed-price work upon notification by the ordering Client representative that the completed work is acceptable and is authorized for invoicing in accordance with the specific terms of any applicable fixed-price task orders. Client agrees to pay Contractor's approved invoices promptly, in accordance with Client's standard terms of Net 30 Days.

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- k. The parties recognize that, prior to completion of work under this Agreement, amendments may be issued to a solicitation for which Contractor is performing work on a fixed-priced basis. In such instances, Client and Contractor will discuss the impact of such amendments to determine if such amendments represent a significant change in the labor or production expenses required to complete the work. Contractor agrees to accommodate minor amendments at no additional cost to Client provided that: (a) the impact of any single amendment is estimated to be less than one percent (1% (labor and/or expenses); and (b) that the estimated impact of all amendments does not exceed three percent (3%) of the fixed-price for work on that contract target. In the event that either party believes a change in the agreed-to fixed-price is warranted as a result of amendments, the party shall provide a proposed price adjustment and supporting rationale to the other for consideration. Any price adjustments negotiated between Client and Contractor will be set forth in writing and signed by both parties as an amendment to this Agreement.

9. LIMITATION OF LIABILITY AND INDEMNIFICATION

- a. Neither party shall be liable to the other for any indirect, incidental, special or consequential damages, however caused, whether as a consequence of the negligence of the one party or otherwise, except as specified in paragraph 5 and Appendix A of this Agreement.
- b. Contractor shall indemnify and hold Client harmless from any and all claims, demands, rights, judgments, actions, charges, or causes of action arising out of or related in any way to acts or omissions of Contractor (or any person acting on Contractor's behalf) in connection with the provisions of services pursuant to this Agreement. [*NOTE: in cases of larger contracts, add this sentence: Contractor shall maintain a policy of comprehensive general liability insurance in force at all times during the term of this Agreement; that policy shall provide protection in an amount not less than \$1,000,000 and shall name Client as an additional insured. Upon request, Contractor shall provide a copy of such insurance policy or certificate of insurance satisfactory to Client.*]
- c. Client accepts no responsibility or liability for any of Contractor's equipment or software used in performance of work under this Agreement. Access to Client's computer network for the purpose of retrieving and storing electronic files requires Client's approval and will be limited to only those files necessary for performance of work under this Agreement.
- d. Client shall not be responsible for unauthorized acts or omissions of Contractor in violation of Government statutes or regulations, and Contractor shall save and hold harmless Client against any loss or liability arising from such unauthorized acts or omissions under this Agreement.

10. TERMINATION

- a. This Agreement, except for Sections 4, 5, and 6, shall expire one year from the date of this Agreement unless terminated earlier by one of the following events:
 - i. Termination by mutual consent.

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- ii. Upon written notice by one party if the other party petitions for bankruptcy or reorganization under bankruptcy laws, or makes an assignment for the benefit of creditors.
- iii. Immediately upon written notice by either party to the other for other valid compelling reason to terminate the Agreement, e.g. debarment, suspension, or criminal investigation of a party; change in legal status due to merger or sale of one of the entities; grossly unsatisfactory performance by Contractor; non-payment by Client for services rendered by Contractor; material breach of this Agreement; etc.
- iv. Upon 30 days written notice by either party to the other.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes any and all other agreements between the parties, either oral or written, with respect to the services to be performed. No subsequent agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by both parties. Contractor and Client both participated in development of scope and drafting of this agreement and they agree that ambiguous language will not be automatically interpreted to the detriment of either party.

12. APPLICABLE LAW

The laws of the State of California shall govern the validity and performance of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this General Consulting Agreement effective as of the last date indicated below.

CHURCH NAME Episcopal Church

CONTRACTOR

By: _____

By: _____

Name: **WARDEN_NAME**

Name: **CONTRACTOR_NAME**

Title: **WARDEN_TITLE**

Date: _____

Date: _____

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APPENDIX A Scope of Work

Itemize scope of work details below

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-
-
-
-
-
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Supplemental Information: (as required)

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APPENDIX B Schedule of Rates and Prices

Services specified in Appendix A that are ordered by Client on a Time and Expenses (T&E) basis shall be provided by Contractor during the term of this Agreement in accordance with the following pricing schedule.

SPECIFIC INDIVIDUALS EMPLOYED BY CONTRACTOR:	
<u>First Name/Last Name</u>	<u>\$Hourly Rate or \$Daily Rate/Day</u>
_____	\$ _____/Hour or \$ _____/Day
Name	_____
_____	\$ _____/Hour or \$ _____/Day
Name	_____
_____	\$ _____/Hour or \$ _____/Day
Name	_____
_____	\$ _____/Hour or \$ _____/Day
Name	_____
_____	\$ _____/Hour or \$ _____/Day
Name	_____
Other Categories of Personnel:	
_____	\$ _____/Hour or \$ _____/Day
_____	\$ _____/Hour or \$ _____/Day
_____	\$ _____/Hour or \$ _____/Day
_____	\$ _____/Hour or \$ _____/Day
_____	\$ _____/Hour or \$ _____/Day
_____	\$ _____/Hour or \$ _____/Day
_____	\$ _____/Hour or \$ _____/Day

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APPENDIX C Special Provisions

1. Unless otherwise mutually agreed, Contractor will make all travel arrangements and reservations for performance of work under this Agreement. As specified in this Agreement, travel expenses are to be included in the negotiated price for all fixed-price task orders unless otherwise mutually agreed in writing. Travel expenses must comply with the Episcopal Diocese of San Diego Travel and Expense Reimbursement Policy, Appendix B.
2. Contractor is free to use its standard invoice, expense, and time-keeping forms provided they include all information required by Client. If Contractor does not desire to use its own standard forms, Client will suggest forms that would be acceptable.
3. OTHER_PROVISIONS AS REQUIRED

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APPENDIX D Sample Consulting Services Task Order

Contractor:	Date:
Task Order Number:	Task Order Type:
Solicitation Number:	Fixed Price <input type="checkbox"/>
Project Title:	Time & Expense <input type="checkbox"/>
Task Description: 	
Delivery Schedule: 	
Fixed-Price: \$ _____ Includes all labor, travel, lodging, miscellaneous expenses, Contractor's overhead, and profit unless otherwise mutually agreed in writing.	Time & Expenses Estimate: Labor \$ _____ Travel \$ _____ Other \$ _____ TOTAL: \$ _____
Client Representative's Signature:	Date:
Contractor's Signature:	Date: