

CZS RFP – Attachment D

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement"), dated [Click here to enter a date](#), is between The Chicago Zoological Society, Brookfield, Illinois (the "Zoo") and [Click here to enter Name](#), [Click here to enter Address](#) (the "Contractor").

The parties agree to the following:

1.0 DUTIES

1.1 Duties of Contractor

Contractor will perform the services as reflected in [Attachment A](#), which is herein incorporated by reference.

1.2 Time to be Devoted to Performance of Services

Unless terminated according to the terms contained herein, the term of this Agreement shall commence on [Click here to enter a Contract Starting Date](#), and shall end on [Click here to enter a Contract Ending Date](#). Contractor will work diligently and use Contractor's best efforts in the performance of the Services [and will devote at least [Click here to enter Hours](#) hours per [Choose an item](#) thereto], in consideration for the compensation set forth herein. Contractor will complete performance of the Services on or before [Click here to enter a Completion Date](#).

1.3 General

(a) Contractor retains the sole right to control and direct the manner in which the Services are performed and to determine the employees, independent contractors, subcontractors, agents and other individuals who will perform the Services on its behalf pursuant to this Agreement ("Contractor representatives"). Notwithstanding the foregoing, the Zoo retains the right to inspect the Services, stop work, prescribe alterations, and monitor Contractor's performance to ensure that the Services are performed in accordance and consistent with this Agreement. Contractor acknowledges that the Zoo's primary business is the operation of a zoological park and that one of the Zoo's primary concerns is the safety of the animals and people at the zoo, both employees and visitors; Contractor further acknowledges that the Zoo strives to maintain the good will of its patrons and the public in general and further agrees that Contractor will do nothing that will have an adverse impact on the Zoo's mission, its collection of animals, its employees, or endanger the public in any way.

(b) Contractor represents and warrants that it will perform all Services under this Agreement in accordance with standard industry practices applicable to such Services, and in accordance with all applicable Laws.

(c) Contractor hereby gives permission to the Zoo, its agents, successors, and assigns, to use Contractor's and Contractor's representatives' images (still photo, audio, and video recordings) of any performance of Services for the Zoo in conjunction with any Zoo production, advertisement, promotion, or for other related purposes.

(d) Contractor hereby assigns all rights, title, interest, copyright, and any renewal rights to the Zoo for any work produced or created by Contractor or any Contractor representative in performance of the Services.

(e) Contractor agrees not to recruit or hire any employee of the Zoo during the period of the Agreement or within one (1) year following the effective termination date of the Agreement. If the Contractor violates this provision of the Agreement, Contractor shall pay the Zoo the equivalent of three (3) times such employee's annual salary at the time of the employee's termination of employment with the Zoo, in one lump sum within 30 days of the Zoo's written demand for payment.

(f) The Contractor agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations prohibiting workplace discrimination based on race, color, religion sex, national origin, disability, sexual orientation, or any other applicable legally protected status, as well as laws, rules, and regulations relating to individuals with disabilities for places of public accommodation. The Contractor further agrees that if any of the Contractor's employees, independent contractors, subcontractors, agents, or other individuals who will perform the Services will be directly interacting with the public, Contractor will provide training in equal employment, anti-discrimination, and accommodations for persons with disabilities to all Contractor employees, independent contractors, subcontractors, agents, and other individuals who will perform the Services.

(g) Contractor agrees not to assign to the Zoo any Contractor representative whose background information indicates he or she could reasonably pose a risk to the reputation of the Zoo or a threat to the safety of its staff, animals, or visitors. In fulfillment of this commitment, Contractor shall conduct a thorough county and national criminal background check and a check of the national sex offender registry for all addresses, states and counties within which any Contractor representative has resided during the seven years prior to such assignment and assess the results to determine whether such Contractor's representative's record would disqualify him or her from assignment to the Society under the terms of this provision based on the job to be performed.

Contractor agrees to provide proof of compliance with this provision by Contractor or any subcontractor, agent, or other individual or entity upon request of the Zoo, providing a copy of invoice(s) billed by the background check firm confirming the Contractor Representative's name and date and type(s) of background check(s) conducted. Contractor agrees to comply and to have all Contractor representatives comply with all applicable Laws regarding the collection and use of any background information. Contractor further agrees to defend, indemnify and hold harmless the Zoo from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal and other expenses incurred by the Zoo) in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's failure to comply with its obligations under this Section 1.3(g).

(h) The Zoo is licensed for any music included in the Broadcast Music, Inc. (BMI) database of licensed music and the American Society of Composers, Authors and Publishers (ASCAP) database of licensed music. If applicable, the contractor will only play music which is included in the BMI or ASCAP database of licensed music.

2.0 COMPENSATION

2.1 Contractor Fees

In consideration of performance of the Services, the Zoo shall pay Contractor fees referenced in Attachment B.

2.2 Supplies and Equipment

Contractor shall provide, at Contractor's sole cost and expense, all supplies and equipment necessary to perform the Services except for:

[Click here to enter description of any supplies or equipment to be provided by the Zoo.](#)

2.3. Expenses

Contractor will be solely responsible for the payment of all expenses incurred by Contractor in performing the Services, unless otherwise specifically agreed to by the parties in writing.

3.0 INVOICE SUBMISSION

In order to receive payment pursuant to Paragraph 2.1 above, Contractor shall submit a detailed, itemized, and signed invoice on a [Click here to enter an invoice period](#) basis, as appropriate. Such invoices shall, at a minimum, list: (a) the date(s) the Services were performed, (b) time spent in completing the Services and c) a description of the specific Services performed. Attachment C may be used if necessary. All invoices for payment under this Agreement must be submitted no later than fifteen (15) days following the month in which the Services billed were performed.

4.0 TERMINATION OF AGREEMENT

4.1. Automatic Termination

This Agreement and the parties' obligations hereunder shall terminate upon Contractor's satisfactory completion of the Services and receipt of payment for such Services or on the expiration date set forth in Paragraph 1.2, whichever is earlier.

4.2. Termination by Notice

The Zoo may terminate this Agreement at any time, with or without cause, by providing Contractor with written notice of termination. For termination without cause, the Zoo shall deliver written notice to Contractor at least fifteen (15) days prior to the effective date of such termination and the Zoo shall pay Contractor all monies due under this Agreement for services rendered up to the date

of termination. If Contractor fails to perform any Services or fails to perform Services in a timely and/or satisfactory manner, as reasonably determined by the Zoo, the Zoo may terminate this Agreement effective upon written notice. In the event of a termination pursuant to this Paragraph 4.2, with or without cause, the obligations of both parties under this Agreement shall terminate (unless expressly stated otherwise); provided, Contractor shall be obligated to return to the Zoo any prepayment amounts delivered to Contractor that are applicable to time periods after the termination date.

5.0. RELATIONSHIP OF PARTIES

The Zoo and Contractor agree that Contractor is retained and shall act at all times as an independent contractor and is not an employee or agent of the Zoo. Nothing in this Agreement is intended, nor shall be construed to create or constitute, an employment, agency, joint venture, partnership, or other relationship between the Zoo and Contractor or any of Contractor's agents, employees, or subcontractors. Accordingly, Contractor shall be responsible for payment of all taxes, licenses, fees, and/or any required legal reporting arising out of Contractor's activities and receipt of fees pursuant to this Agreement, including but not limited to federal and state income tax, Social Security tax, unemployment insurance taxes, workers' compensation insurance, and other taxes, business license fees, and/or reporting as required.

6.0 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

6.1 Confidential Information

Contractor acknowledges and agrees that, during the course of performing the Services, Contractor and Contractor's employees, agents and representatives may have access to or learn confidential information concerning the Zoo which is not generally known by or available to the public and that the Zoo would suffer damages and, in some instances, irreparable harm, if such Confidential Information were subject to unauthorized use or disclosure. For purposes of the Agreement, Confidential Information includes, but is not limited to data, materials, files, correspondence, plans, designs, and ideas of the Zoo, membership and donor information, animal management information and records, scientific research, personal identifying information concerning the Zoo's personnel, information concerning the Zoo's Board of Trustees and its activities, financial records, and other information of a non-public and proprietary nature.

Contractor agrees to safeguard and maintain the confidentiality of all Confidential Information to which the Contractor or Contractor's representatives have access to or receive during or after the termination of its relationship with the Zoo and to take steps to notify Contractor's representatives of their obligations regarding confidentiality and obligations for protection of confidential data. Contractor agrees to notify the Zoo immediately in the event of any unauthorized use or disclosure of any Confidential Information. Contractor further agrees to defend, indemnify and hold harmless the Zoo from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal or other expenses incurred by the Zoo in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's or any Contractor's representative's negligent, intentional or unintentional use, misuse or unauthorized disclosure of any Confidential Information.

6.2 Intellectual Property

It is expressly understood that any intellectual property rights, information and data to which Contractor or any Contractor representative is given access, or which is made available to Contractor or any Contractor representative, or which is created as a result of Contractor's performance under this Agreement remain the sole and exclusive property of the Zoo, and, if requested by the Zoo, shall be assigned to the Zoo by Contractor. Such information may not be disclosed, used or cited by Contractor for any reason without the express written consent of the Director of the Zoo.

7.0 TRANSFER AND ASSIGNMENT

The parties hereto acknowledge that the rendering of the Services are not appropriate for transfer or assignment, and thus Contractor may not sell, assign, transfer, or otherwise encumber its rights, duties or obligations imposed under this Agreement without the prior written consent of the Zoo. Contractor may not assign or transfer its right to receive compensation due hereunder separate or apart from its obligations to complete the Services.

8.0 INDEMNIFICATION

Contractor agrees to indemnify, defend and hold the Zoo and Forest Preserve District of Cook County (as owner of the improvements and land comprising the Brookfield Zoo), including their respective directors, officers, agents, employees affiliates, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement or based upon Contractor's or any of Contractor's representative's performance of the Services, including but not limited to any claims, losses, liabilities or costs whatsoever of any Contractor representative, or by any other individual based on any act by Contractor or any Contractor representative.

In any and all claims against the Zoo or Forest Preserve District of Cook County, including their respective directors, officers, agents, employees affiliates, by any Contractor representative anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this Section 8.0 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9.0 INSURANCE

Contractor agrees that it will not allow any Contractor representative to come onto Zoo property in order to perform the Services without first ensuring that such person(s) is covered by the same minimum limits as outlined below. Contractor shall carry at its sole expense, during the term of this Agreement, the minimum insurance coverage set forth below. All insurance policies shall be issued by a carrier with a current A.M. Best Company rating of at least A:VII and satisfactory to Zoo:

Commercial General Liability

Each occurrence.....\$1,000,000
General Aggregate (other than Products/Completed Operations).....\$1,000,000
Products/Completed Operations Aggregate with contractual indemnity coverage.....\$1,000,000

Worker’s Compensation as required by applicable State Law

Employer's Liability (Coverage B) in the minimum amount of \$ 1,000,000 Each Accident/
\$1,000,000 Each Employee-Disease/ \$ 1,000,000 Policy Limit-Disease.

Automobile Liability insurance, including bodily injury and property damage coverage of at least \$1,000,000 combined single limit on vehicles owned or hired by Contractor.

All insurance policies required above shall contain a waiver of subrogation in favor of the Zoo and Forest Preserve District of Cook County, including all of the officers, directors, agents and employees of same and the insurance policies required shall name the Zoo and the Forest Preserve District of Cook County as additional insured to the full extent of the risks included within the release, defense and indemnity obligations assumed by Contractor hereunder. The additional insured status in favor of the Zoo and the Forest Preserve District of Cook County shall be effective even if the release, defense and indemnity obligations of Contractor are unenforceable.

The Zoo and the Forest Preserve District of Cook County are included as Additional Insureds as respects all policies (except Workers’ Compensation and employers liability), but only for liability arising out of the operations of the Contractor. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Contractor.

The insurance policies required to be maintained by the Contractor hereunder shall include provisions to the effect that: (i) the policy shall not be subject to cancellation, material change or restriction or reduction of coverage or limits except upon not less than thirty (30) days written notice to the Zoo; (ii) the insurer shall promptly notify the Zoo within 10 days in the event of default in payment of any premium or installment thereof, (iii) the policy shall contain a severability of interests clause in favor of the Zoo; (iv) the insurance is primary and not excess, contributory or contingent; and (v) Contractor, and not the Zoo, shall be responsible for paying all deductibles/retentions and premiums under such insurance policies.

Contractor agrees to furnish to the Zoo, prior to the commencement of the Work, insurance certificates(s) reflecting Contractor’s compliance with the requirements of this Article.

The insurance described herein shall remain in effect for all of the respective insured’s, including additional insured’s, following any termination of this Agreement with respect to any occurrence, act or omission that occurred or may have occurred at any time prior to such termination. Any obligations of indemnification, insurance and confidentiality shall survive the termination of this Agreement.

10.0 MINORITY-OWNED, WOMEN-OWNED, AND DISADVANTAGED BUSINESS ENTERPRISES.

The Zoo takes affirmative steps to ensure that certified minority-owned business enterprises (MBEs), women-owned business enterprises (WBEs), and disadvantaged business enterprises (DBEs)

are afforded opportunities to compete for and participate in providing good and services. If Contractor is an MBE, WBE, or DBE that has been properly certified by one of the agencies or programs listed below, or is employing or otherwise utilizing an MBE, WBE or DBE in performance of the Services, Contractor will provide proof of such Certification in a form satisfactory to the Society with the signed agreement:

- a. City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC)
- b. Chicago Minority Business Development Council (CMBDC)
- c. State of Illinois-Department of Transportation (IDOT)
- d. Small Business Administration (SBA-8A)
- e. Illinois Unified Certification Program
- f. The Women's Business Development Center
- g. Certification by Cook County Dept. of Contract Compliance as a Minority and/or Woman-Owned Business Enterprise (MBE/WBE).

11.0 NOTICES

All notices, requests, demands and other communications hereunder (“Notices”), whether or not so stated in the provisions of this Agreement, must be in writing and addressed as follows:

To Contractor:

Attn: [Click here to enter Contractor Name](#)
[Click here to enter Contractor Attn:](#)
[Click here to enter Contractor Address](#)
[Click here to enter Contractor City, State, Zip](#)

To the Zoo:

Chicago Zoological Society
Attn: [Click here to enter Name of Supervisor Responsible for Contract](#)
3300 Golf Road
Brookfield, IL 60513

Any Notice required herein shall be deemed to be given or made only if sent by hand or nationally recognized courier service, with delivery evidenced by a written receipt, or by certified or registered mail, return receipt requested and postage and registry fees prepaid. A Notice sent by certified or registered mail shall be deemed to be given on the 3rd business day after mailing. All other Notices shall be deemed given when received.

12.0 GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the law of the State of Illinois, without regard to the laws or conflict of law rules of any other jurisdiction where Contractor may reside or perform the Services or where any violation of this Agreement occurs. Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and the Zoo and Contractor hereunder submit to personal jurisdiction in the State of Illinois and to venue in such courts.

13.0 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement supersedes and shall control over any other previous agreement(s) between the parties.

14.0 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

15.0 COMPLIANCE WITH LAWS

The Contractor agrees to be bound by and, at its own cost, comply with all applicable federal, state, and local laws, ordinances and regulations (collectively, "Laws"), including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, and disadvantaged business enterprise laws, prevailing wage, anti-kickback and environmental laws. The Contractor agrees that it has read, is familiar with, and will comply with the Forest Preserve District of Cook County's Code of Ethical Conduct.

The Contractor's liability to the Zoo and the Forest Preserve District of Cook County under this Agreement for all loss, cost and expense attributable to any acts of commission or omission by the Contractor and Contractor's representatives, resulting from the failure to comply with the Laws, shall include but not be limited to, any fines, penalties or corrective measures.

16.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

[signatures appear on next page]

Chicago Zoological Society*:

Contractor: [Click to enter Contractor Name](#)

By: _____

Title: _____

OFFICE USE ONLY:

Agreement prepared by:

[Click to enter Name of Person who Prepared Contract](#)

Supervisor responsible for contract:

[Click here to enter Name of Supervisor](#)

Charge # and Authorized Purchaser Initials:

[Click here to enter Charge Number](#)

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DUTIES OF CONTRACTOR

Contractor will perform the following services (the "Services"):

[Click here to insert detailed description of services to performed.](#)

FEE SCHEDULE

Payments will be made upon receipt of properly completed and authenticated invoices as provided in Paragraph 3 below. Total compensation for full performance of the Services shall not exceed \$[Click here to enter total dollar amount of contract \\$.](#) regardless of the actual expenditures of time or money made by Contractor in performing the Services. If the Zoo requests additional services not contemplated or described herein, Contractor shall inform the Zoo of the cost to complete such services and receive written direction thereafter from the Zoo to complete such services in order to receive compensation therefor.

[Click here to insert detailed Contractor Fee Schedule.](#)

INVOICE

TO: Chicago Zoological Society
Attn: Accounts Payable
3300 Golf Road
Brookfield, IL 60513

FROM: _____

DATE: _____

Date Service(s) Provided and Number of Hours per Day:

<u>DATE</u>	<u>NUMBER OF HOURS</u>	<u>WORK PERFORMED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL: _____ hours at \$ _____ per hour
 = \$ _____

Presented By: _____

Approved By: _____
Authorized Purchaser

