

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024 by and between (*Utah Transit Authority*), (hereafter “UTA”), and *Shari Burgess* an independent contractor (hereinafter referred to as the "Contractor.")

RECITALS

WHEREAS, UTA is in need of Leadership Dev Support services in connection with its Leadership Pathways Development Classes; and

WHEREAS, Contractor is experienced and qualified and in a position to provide such specialized services to UTA; and

WHEREAS, agreement has been reached for Contractor to be retained by UTA as an independent contractor under the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

AGREEMENT

1. Services to be Performed by the Contractor. UTA hereby retains Contractor to furnish the Leadership Dev Support services and Contractor will, to the best of its ability and in a professional manner, perform the Leadership Dev Support Services (“Services”) subject to the terms and conditions herein and Contractor's work scope attached hereto as Exhibit A.
2. Term of Agreement. Subject to the provisions for termination as provided in this Agreement, the term shall be effective from the execution date of this Agreement through a 6-month period.
3. Compensation and Fees. As consideration for the Leadership Dev Support Services, Contractor shall be compensated in the following manner:
 - A. UTA agrees to pay Contractor for Services rendered for the hourly rate of \$55.00 per hour for the satisfactory performance of the detailed work as described in Exhibit A.
 - B. UTA shall not be liable to Contractor for any expenses paid or incurred by Contractor unless listed herein or otherwise agreed to in advance, in writing, by the parties hereto. UTA reserves the right to review and approve all cost items.
 - C. Any change in Contractor's fee schedule shall be submitted to UTA, in advance in writing, for UTA's review and if approved shall be included as an amendment to this Agreement signed by both parties.
 - D. Contractor shall submit to UTA's Contract Manager for approval, a detailed invoice of the services performed, including the name of UTA's representative who requested the services and the appropriate job charge, the dates and total number of days or hours worked, and the costs related thereto, including any other expenses as agreed to in advance in writing by the parties hereto.

Within thirty (30) days after receipt of Contractor's invoice UTA shall approve and pay the same or notify Contractor that it disapproves, in whole or in part, Contractor's invoice and the reasons for such disapproval.

4. Equipment, Tools, Materials, or Supplies. All equipment, tools, materials, and supplies required to perform the services listed herein shall be provided by Contractor.
5. Termination of Agreement. This Agreement, and the rights and obligations provided hereunder, may be terminated only as provided in this paragraph.
 - A. This Agreement may be terminated by UTA, with or without cause, upon UTA's providing thirty (30) days prior written notice to the Contractor. The parties shall deal with each other in good faith during the thirty day period after any notice of intent to terminate without cause has been given. After termination pursuant to this Paragraph, an appropriate adjustment shall be made to the payment provided under Paragraph 3 to account for the percentage of work not performed as of the date of termination.
 - B. This Agreement may be terminated by UTA in the event that UTA gives notice to the Contractor of the Contractor's default of a material term or condition of this Agreement, including the incorporated "Exhibit A" and the Contractor fails to cure such default within ten (10) days after receiving written notice of such default from UTA.
 - C. This Agreement may be terminated by the Contractor only in the event that the Contractor gives notice to UTA of UTA's default of a material term or condition of this Agreement, including the incorporated "Exhibit A" and UTA fails to cure such default within ten (10) days after receiving written notice of such default from the Contractor.
6. The Contractor an Independent Contractor. The parties agree that the Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither the Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither the Contractor nor any of the Contractor's employees shall be eligible for any workers' compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of the Contractor or the employees of the Contractor. The Contractor acknowledges that it shall be solely responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.
7. Indemnification. The Contractor and UTA each hereby agree to protect, defend, release, indemnify and hold the other party harmless from and with respect to any losses, claims, demands, expenses, attorney's fees, costs or judgments which said later party may sustain, directly or indirectly, as the result of: (i) the former party's actions or omissions with respect to the performance of any service required under this Agreement; (ii) the former party's violation or alleged violation of any applicable state, federal or local laws, regulations, ordinances or orders; or (iii) the former party's breach of any provision contained in this Agreement.
8. Changes or Modifications. This Agreement sets forth the entire understanding between the parties. Oral changes or modifications are not permitted. Any contract changes or modifications shall be made by negotiations between Contractor and UTA. Upon mutual agreement of the applicable terms and conditions, scope, schedule, and price, a detailed modification shall be executed in writing by both parties and the changed scope commenced by Contractor.
9. Rights of Data. Contractor agrees that all files, notes, documents, data, specifications,

correspondence, memoranda, drawings, test reports, and other material prepared by or furnished to Contractor in connection with Contractor's work hereunder shall be and remain the property of UTA and shall, if requested by UTA, be surrendered by Contractor to UTA at the time of the termination of this Agreement.

10. The Contractor's Compliance with Applicable Laws and Regulations. In the performance of the Services called for under this Agreement, the Contractor hereby agrees, covenants and warrants to strictly comply with all applicable 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.
11. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. The parties exclude any and all statutes, laws and treaties which would allow or require any dispute to be decided in another forum or by other rules of decision than provided in this Agreement.
12. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
13. Waiver. No term of this Agreement shall be considered waived, and no breach excused by either party unless such waiver is made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.
14. No Authority to Bind Client. The Contractor has no authority to enter into contracts or agreements on behalf of UTA. This Agreement does not create a partnership between the parties. This Agreement shall not be assigned without the express written approval by UTA.
15. How Notices Given. 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 requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

COMPANY: Utah Transit Authority
ATTN: Contract Administrator
669 West 200 South
Salt Lake City, UT 84101
Phone: (801) 287-2321

CONTRACTOR:
Shari Burgess

16. Contract Manager. UTA's Contract Manager for this Agreement shall be Joy Kapos, or designee. All correspondence regarding the technical aspects of this Agreement should be addressed to Joy Kapos, or designee.

17. Contract Administrator. UTA's Contract Administrator for this Agreement is Troy Hamilton, or designee. All questions and correspondence relating to the contractual aspects of this Agreement should be directed to Troy Hamilton, or designee.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed thereunto duly authorized.

Shari Burgess

Utah Transit Authority

DocuSigned by:

Shari Burgess

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Authorized Signature

Shari Burgess

Printed Name

Contractor

Title

Authorized Signature

Authorized Signature

Approved As to Form:

DocuSigned by:

Mike Bell

3/6/2024

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Legal Counsel

EXHIBIT “A” SCOPE OF SERVICES

Virtual Training Services:

- The Contractor shall provide virtual training sessions aimed at facilitating knowledge sharing and onboarding for the brand new Leadership Development Trainer.

Onboarding Support:

- The Contractor shall assist in the onboarding process of the Leadership Development Trainer by providing guidance on internal processes, policies, and protocols.

Course/Contractor Service Break:

- Contractor will follow the below table for course schedule and total NTE hours.

Training	Pace	Duration
Tier 1 (LWYS)	Bi-weekly (April-May)	(1) 6, 3-hour classes = 18 hours
Tier 2 (LPSC)	Bi-weekly (April-July)	(1) 9, 3-1/2 hr classes = 31.5 hours
Everyday EQ	Bi-weekly (April, May & July)	(2) 5, 2 1/2 classes + 2, 2.5 hour classes = 30 hours
EQ for Managers	Bi-weekly (April, May & July)	(2) 5, 2 1/2 classes + 2, 2.5 hour classes = 30 hours
EQ Intact Team Training (TRAX)	Bi-weekly (April-May)	(1) 5, 2 1/2 classes = 12.5 hours
Leadership Acumen	Quarterly (April & August)	(2) 3, 8-hour classes = 48 hours
Frontline Employee to Frontline Supervisor	Quarterly (April & July)	(4) 6, 90-minutes classes = 36 hours
Leaders in Transit Podcast	Monthly (April-September)	(6) 7 hours per episode = 42 hours
Onboard/Train LDTS	Ongoing	TBD
Course Development & Preparation	Ongoing	4 hours per week = 96 hours
Grading Homework/Student Feedback	Ongoing	3 hours per week/14 weeks = 42 hours
Miscellaneous Projects and Related Meetings/Task	As needed	TBD
Total Contract Hours		Not to exceed 454.5 hours

EXHIBIT “B”
Pricing

Contractor will utilize the below hourly rates with a total contract not-to-exceed \$24,999.00.

NextGen Leadership Development/Utah Transit Authority Contract Proposal 4/01/24 - 9/30/24	
Full Contract Information	
Not to Exceed = \$24,999.00	
Contract Max Duration = 6 months	Hourly contract rate: \$55.00
Total Contract Hours = 454.50	Half day contract rate: \$220.00
Total Avg. Monthly Hours = 75.75	Full day contract rate: \$440.00
Total Avg. Weekly Hours = 19	