

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Big Chino Sub-Basin Ephemeral Stream Flow Monitoring System**  
City of Prescott Contract No. 2014-001

This Independent Contractor Agreement (hereinafter "Agreement") is made between the City of Prescott, with its principal address at 201 South Cortez Street, Prescott, Yavapai County, Arizona (the "Client"), and the Salt River Valley Water Users' Association (the "Association").

**RECITALS**

- A. The Association, as an agent of the Salt River Project Agricultural Improvement District, operates a water delivery system in central Arizona. The Association and the Client desire to have ephemeral stream-flow monitoring within the Big Chino sub-basin.
- B. The Association agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Association and Client agree as follows:

**SCOPE OF WORK**

Client engages the Association to furnish the work described in Schedule A, attached hereto and by this reference incorporated herein. The Association agrees to furnish the work in accordance with Schedule A. Client is responsible for obtaining all necessary permits, which may include land access agreements and/or permits necessary to install the monitoring equipment. All work done by the Association is warranted as noted in Schedule A.

**PRICE AND PAYMENT**

Client agrees to pay the Association in accordance with the price and payment terms set forth in Schedule A, sections VII and VIII, and in accordance with Comprehensive Agreement No.1 guidelines. The Association agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as Client shall request in order to acknowledge payment.

**MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS**

The Association shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement.

**INDEPENDENT CONTRACTOR RELATIONSHIP**

The Association is an independent contractor and is not an employee, servant, agent, partner or joint venturer of Client. Client shall determine the work to be done by the Association, but the Association shall determine the means by which it accomplishes the work specified by Client. Client is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Association. Neither the Association nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive and shall not be entitled to worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Client.

## EMPLOYEES OF CONTRACTOR

The Association shall be solely responsible for paying all FICA and other taxes, worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Association and its employees, servants and agents.

## INSURANCE

The Association is self-insured.

## NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

## NO AUTHORITY TO BIND CLIENT

Neither the Association nor Client has authority to enter into contracts on behalf of, or authority to bind the other party.

## NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, by certified mail, return receipt requested or by facsimile in accordance with Comprehensive Agreement No.1.

## ENTIRE AGREEMENT

This is the entire Agreement between the parties and can only be supplemented, amended or revised by a writing that is signed by each of the parties.

## ASSIGNMENT

The Association may not assign any of its rights or duties under this Agreement without the prior written consent of Client.

## TERM

This Agreement is effective as of the date signed by both parties and shall continue in effect until cancelled by either party upon ten (10) days written notice to the other party. In the event Client cancels, Client shall reimburse the Association for expenses incurred to date of cancellation notice.

## LAW


This Agreement shall be governed and construed in accordance with Arizona law and venue shall be in Maricopa County.

The parties have executed this Agreement this 28 day of August, 2013.

CLIENT - CITY OF PRESCOTT

THE SALT RIVER VALLEY WATER USERS' ASSOCIATION

By:   
MARLIN D. KUYKENDALL

By: 

Its: Mayor

Its: Manager of Water Measurement  
for SRP.

**SCHEDULE A**

**SCOPE OF WORK\***

**Capital Equipment Installation and Annual Operation and Maintenance Services**

**“Ephemeral Stream-flow Monitoring Proposal within the Big Chino Sub-basin  
June 6, 2013”**

**Lee W. Ester and Sharon S. Morris  
Salt River Project**