

ARIZONA DEPARTMENT OF HOUSING
CONSULTING AGREEMENT
Contract #

This Agreement is effective as of _____ and is made between _____ (hereinafter called "CONSULTANT"), located at _____, and the ARIZONA DEPARTMENT OF HOUSING (hereinafter called "HOUSING"), 1110 West Washington Street, Suite 310, Phoenix, Arizona 85007.

Whereas CONSULTANT has unique and specialized experience in _____; and

Whereas HOUSING has a need for _____.

In consideration of the promises and mutual obligations set forth in this Agreement the parties agree as follows:

1. HOUSING engages CONSULTANT to provide services, as requested by HOUSING and outlined in Attachment 1.
2. CONSULTANT accepts this engagement and agrees to provide these services. CONSULTANT is authorized to perform these services on the instruction of and will report directly to _____ of HOUSING.
3. HOUSING shall pay CONSULTANT a monthly fee of \$ _____ that shall be payable upon receipt of an invoice from CONSULTANT, containing a brief summary of the nature of the work and fees requested. Payment shall be made after CONSULTANT sends an invoice to HOUSING in a form acceptable to HOUSING. In total, this engagement is not to exceed \$ _____.
4. In the event that this agreement is terminated for any reason, HOUSING shall reimburse CONSULTANT for all expenses incurred prior to notification of termination to the CONSULTANT.
5. In performing under this Agreement, CONSULTANT shall act at all times as an independent contractor. Nothing contained herein shall be construed or implied so as to create the relationship of principal and agent between HOUSING and CONSULTANT. CONSULTANT shall not make any commitment or incur any charges or expenses in the name of the HOUSING.
6. This Agreement shall expire on _____ unless extended as provided herein.
7. This Agreement may be terminated by either party upon thirty (30) days written notice.
8. None of the provisions of this Agreement may be waived, changed or altered except in writing signed by both parties.
9. This Agreement constitutes the entire Agreement and understanding between CONSULTANT and HOUSING.
10. Every payment obligation of HOUSING under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and

available for the continuance of this Agreement, this Agreement may be terminated by HOUSING or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to HOUSING or any other agency of the State of Arizona in the event this provision is exercised, and neither HOUSING nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11. Compliance with immigration laws.
 - a. CONSULTANT warrants compliance with all Federal and state immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and CONSULTANT may be subject to penalties up to and including termination of the contract.
 - c. The State of Arizona retains the legal right to inspect the papers of any employee who works on the contract to ensure that CONSULTANT or its subcontractor, if any, is complying with the warranty under paragraph 11(a).
12. Pursuant to A.R.S. §§ 35-214 and 35-215, the CONSULTANT shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by HOUSING at reasonable times. Upon request, the CONSULTANT shall produce the original of any or all such records.
13. The requirements of A.R.S. § 38-511 apply to this Agreement. Within three years after execution of this Agreement, the State of Arizona or any of department or agency of the state (collectively referred to as "the State") may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the State is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party in any capacity or a consultant to any other party with respect to the subject matter of this Agreement. A cancellation by the State shall be effective when written notice from the governor or the chief executive officer or governing body of the state department or agency is received by all other parties to this Agreement unless the notice specifies a later time. The cancellation of this Agreement by the State shall be effective when written notice is received by all other parties to this Agreement unless the notice specifies a later time. In addition to the right to cancel this Agreement, the State may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the State from any other party to this Agreement arising as the result of this Agreement.
14. CONSULTANT shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rule, and regulations, including the Americans with Disabilities Act. Service Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

15. CONSULTANT assigns to HOUSING any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to CONSULTANT toward the fulfillment of this Agreement.
16. This Agreement shall be governed and interpreted by the laws of the State of Arizona.
17. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
18. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

CONSULTANT:

ARIZONA DEPARTMENT OF HOUSING:

Michael Traylor
Director

Attachment 1