

## **ARIZONA BOARD OF REGENTS**

### **AGREEMENT FOR CONSULTANT SERVICES**

**PARTIES:** The Arizona Board of Regents for and on behalf of the University of Arizona ("UA") and Animal Policy Group ("Consultant").

1. UA desires to retain Consultant, and Consultant desires to provide services to UA in Consultant's capacity as an independent contractor, upon the terms and conditions set forth in this Agreement.

2. Consultant will provide those services set forth in Exhibit A attached to this Agreement and, in doing so, agrees to exercise Consultant's best efforts in completing the described services.

3. The term of this Agreement begins February 15, 2017, and concludes upon conclusion of the matter. Either party may terminate this Agreement with or without cause with ten days' written notice to the other party. If this Agreement is terminated, the parties will have no further obligations other than payment for services already rendered and for expenses previously incurred.

4. UA agrees to pay Consultant, as consideration for performance of the consulting services, the sum set forth in Exhibit A.

5. UA agrees to reimburse Consultant for reasonable and necessary expenses incurred by Consultant in performing this Agreement.

6. For all purposes relating to the services provided under this Agreement, the client is the Arizona Board of Regents. At all times during the course of this representation, when evaluating potential conflicts of interest, actual conflicts, or the possible appearance of conflict, the conflict checks to be performed by the Consultant should consider the Arizona Board of Regents and the three universities it governs: Northern Arizona University, Arizona State University and the University of Arizona. If the Consultant believes that there may be an actual or potential conflict, or the appearance of conflict, Consultant should immediately contact the General Counsel for the university that has entered into this Agreement.

7. For all purposes under the terms of this Agreement, Consultant will be an independent contractor and not an officer or employee of UA. UA shall provide no employee benefits, including without limitation worker's compensation coverage, regularly afforded to staff, faculty, and administrative and professional employees. In performing the services under this Agreement, Consultant will determine Consultant's necessary hours of work. Consultant will provide the tools, equipment, vehicles, and supplies that it may determine to be necessary to perform these services and will be responsible for all expenses, including those expenses incurred in hiring employees and assistants to Consultant.

8. The conduct and control of work under this Agreement lies solely with Consultant, and UA is interested only in final results to be achieved. UA will be permitted to retain other consultants performing the same or similar tasks, and Consultant will be permitted to provide services to other parties, consistent with Consultant's obligation to utilize Consultant's best efforts in completing the services under the terms of this Agreement.

9. Consultant will provide such interim written reports concerning the performance of services under this Agreement as UA may request in writing and, upon expiration or other termination of this Agreement and upon request by UA, will provide a written report to UA setting forth the results of the tasks performed.

10. All reports, drawings, and other work products produced by Consultant as a part of the services rendered under this Agreement will be provided to and be the sole property of UA. Consultant will not release such work product or other information obtained or produced under this Agreement without the prior written consent of UA.

11. The parties agree to comply with all applicable state and federal laws, rules, and executive orders regarding nondiscrimination, affirmative action, and equal opportunity employment.

12. The parties agree that this Agreement may be canceled for conflict of interest in accordance with A.R.S. §38-511.

13. The parties agree to submit all disputes arising under this Agreement to the claims resolution procedures of the Arizona Board of Regents Policy 3-809C, Legal Remedies Policy.

14. Consultant will indemnify, defend, and hold harmless UA, the State of Arizona, the Arizona Board of Regents, and their employees and agents from all losses, damages, claims, liabilities, costs, and expenses (including without limitation costs and expenses of litigation and alternative dispute resolution, reasonable attorneys' and paralegals' fees, worker's compensation claims, and unemployment disability claims) arising from any actual or alleged damage to property, injury to any person, or death of any person, which damage, injury, or death arises from any actual or alleged act, omission, negligence, or willful misconduct of Consultant or any of Consultant's employees, agents, or representatives in connection with or incident to performance of this Agreement; provided, however, that this indemnification will not include (i) losses, damages, claims, liabilities, costs, and expenses arising from the sole negligence of UA, the State of Arizona, the Arizona Board of Regents, or their employees or agents, (ii) losses, damages, claims, liabilities, costs, and expenses arising from professional errors or omissions of Consultant or any of Consultant's employees, agents, or representatives, or (iii) losses, damages, claims, liabilities, costs, and expenses of UA or the Arizona Board of Regents arising from any obligation undertaken by it in any contract entered into in connection with the services of Consultant.

Notwithstanding any expiration or termination of this Agreement, this indemnification will remain in effect indefinitely without termination as to acts, omissions, negligence, or willful

misconduct actually occurring or alleged to have occurred prior to expiration or termination of this Agreement.

15. This Agreement may be canceled without any further obligation on the part of the Arizona Board of Regents or UA in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. Consultant will be notified in writing of any such insufficiency at the earliest opportunity.

16. Consultant will submit monthly billings in connection with the services performed under this Agreement. These billings will be sent to:

Office of the General Counsel  
University of Arizona  
P.O. Box 210066  
Tucson, AZ 85721-0066

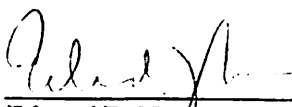
Billings for services will include the date the service was rendered, the name of the consultant, a description of the service provided, and the time expended.

17. All books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by ABOR, UA, or the Auditor General of the State of Arizona, or their agents for five years after completion of this Agreement. Such records shall be produced at UA, or other location as designated by UA, upon reasonable notice to the contracting party.

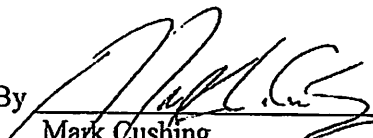
18. During the term of this Agreement, Consultant will maintain professional liability insurance coverage.

WHEREFORE, the parties have executed this Agreement the date set forth below.

ARIZONA BOARD OF REGENTS  
for and on behalf of the University of Arizona

By   
\_\_\_\_\_  
Edward D. Nasser  
Director, Purchasing

ANIMAL POLICY GROUP

By   
\_\_\_\_\_  
Mark Cushing

Date: 2/20/17

Date: 2/20/17

**EXHIBIT A  
TO  
AGREEMENT FOR CONSULTANT SERVICES**

**FEEES FOR SERVICES:**

Consultant's fees will be at customary rates as follows:

1. \$12,000 per month for four months of services from February 15, 2017 through June 14, 2017;
2. \$2,000 per month for services from June 15, 2017 until one month prior to a site visit to the University from the COE;
3. \$12,000 for the period of one month prior to the COE site visit through the site visit to the University;
4. \$6,000 for one month services related to preparation of the University's response following the University's receipt of the report, or draft report, from the COE following the site visit referenced above; and
5. There will be no other charges or fees for service from Consultant unless mutually agreed to by the parties in advance in writing.

The responsible attorney on this matter will be Mary A. deRanitz.

The above fees are to remain in effect until completion of the project, unless otherwise mutually agreed to in advance in writing.