



City of New York  
**DEPARTMENT OF RECORDS & INFORMATION SERVICES**  
31 Chambers Street, Room 304  
New York, NY 10007

### Independent Contractor Agreement for Professional Services

This Independent Contractor Agreement for Professional Services is entered into as of this day of August, 2023 by and between **Noble Hearts HR Consulting (Independent Contractor)** located at 8 Lakeside Road Brewster, NY 10509, and the City of New York acting by and through the **Department of Records & Information Services (Department or DORIS)** located at 31 Chambers Street New York, NY 10007. The Department and Independent Contractor may each be referred to in this agreement as a “Party” and collectively as the “Parties.”

### Background

1. The DORIS, as part of its City Charter mandate to lead the City in preserving its current and historical records, is in the process of bringing city agencies into current records management practices and has undertaken to roll out an updated Electronic Records Management System (ERMS).
2. Noble Hearts HR Consulting will provide an Electronic Records Management Trainer Consultant and conduct various types of records management training and assist in the implementation of a Citywide Electronic Records Management System (Records 365) utilizing Microsoft Office 365 and SharePoint Online as the content management system.
3. DORIS has a current need for such services.
4. Independent Contractor has the capability to provide DORIS with the desired training services and wishes to enter into an agreement to provide training on how to use the electronic records management system in accordance with the terms and conditions below.

Accordingly, the Parties agree as follows:

### ARTICLE I-SCOPE OF SERVICES

1. **Services.** The Independent Contractor shall provide to the Department the services described in the Scope of Work below (the “Services”). In addition, Independent Contractor shall perform such other duties, tasks, or changes to the Services, as may be agreed upon by the Parties.
2. **Scope of Work.** The Independent Contractor shall provide services including, but not limited to:
  - a. Conducting computer training needs assessment by collecting information on Records Management and citywide ERM system.
  - b. Working collaboratively with the DORIS Records Management team to identify and prioritize new training classes.
  - c. Creating technical training programs according to NYC’s records management requirements and ERM system.
  - d. Providing training schedules and agendas.
  - e. Determining course content and objectives.
  - f. Creating training materials including manuals, videos, and other appropriate formats.
  - g. Conducting workshops and training sessions in groups or individually.
  - h. Reporting data on completed courses, issues, and absences.
  - i. Determining the overall effectiveness of programs and training by listening to feedback and making improvements as necessary. This position requires excellent training experience and the candidate selected must maintain a high in-class standard for training delivery. Only one candidate will be selected.
3. **Independent Contractor.** The Parties agree that the Independent Contractor is an Independent Contractor and not an employee, subsidiary, affiliate, division, department, agency, office, or unit of the City. Accordingly, the Independent Contractor and its employees, officers, and agents shall not, by

reason of this Agreement or any performance pursuant to or in connection with this Agreement, assert the existence of any relationship or status on the part of the Independent Contractor, with respect to the City, that differs from or is inconsistent with that of an Independent Contractor. All persons who are employed by the Independent Contractor and all the Independent Contractor's sub-Contractors (including without limitation, Independent Contractors, and independent Contractors) that are retained to perform services under or in connection with this Agreement are neither employees of the City nor under contract with the City. The Independent Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while the Independent Contractor is engaged under this Agreement.

Nothing in this Agreement, and no entity's or person's performance pursuant to or in connection with this Agreement, shall create any relationship between the City and the Independent Contractor's employees, agents, subcontractors, or subcontractor's employees or agents (including without limitation, a contractual relationship, employer-employee relationship, or quasi-employer/quasi-employee relationship) or impose any liability or duty on the City (i) for or on account of the acts, omissions, liabilities, rights or obligations of the Independent Contractor, its employees or agents, its subcontractors, or its subcontractor's employees or agents (including without limitation, obligations set forth in any collective bargaining agreement); or (ii) for taxes of any nature; or (iii) for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Independent Contractor or any other entity (including without limitation, Workers' Compensation coverage, Employers' Liability coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage, employee health and welfare benefits or employee retirement benefits, membership or credit).

The Independent Contractor and its employees, officers, and agents shall not, by reason of this Agreement or any performance pursuant to or in connection with this Agreement, (i) hold themselves out as, or claim to be, officials or employees of the City, including any department, agency, office, or unit of the City, or (ii) make or support in any way on behalf of or for the benefit of the Independent Contractor, its employees, officers, or agents any demand, application, or claim upon or against the City for any right or benefit applicable to an official or employee of the City or to any officer, agent, or employee of the Independent Contractor or any other entity. Except as specifically stated in this Agreement, nothing in the Agreement and no performance pursuant to or in connection with the Agreement shall impose any liability or duty on the City to any person or entity whatsoever.

#### **4. Ownership of Deliverables.**

a. The Independent Contractor agrees that any Deliverables will be the sole and exclusive property of DORIS and hereby irrevocably assigns to DORIS all right, title and interest in and to Deliverables created as part of the agreed-upon work specified in Paragraph 2 "Scope of Work", and to any ideas, concepts, information, materials, designs, artwork, videos, content, software programs, or other copyrightable works developed by The Independent Contractor pursuant to this Agreement including all copyrights and other intellectual property rights therein. The Independent Contractor retains no rights to use the Deliverables, except as specified in Subsection B of Paragraph 4, and agrees not to challenge the validity of DORIS' ownership or use of the Deliverables. The Independent Contractor agrees to provide, at DORIS' request, all Deliverables created pursuant to this Agreement without additional cost to DORIS, except as allowed for in this Agreement or any subsequent Amendments.

b. DORIS agrees that The Independent Contractor shall retain the right to use, at no cost, any Work Product created in fulfillment of this Agreement for the sole purpose of providing samples or templates for the marketing and design of future projects undertaken by the Independent Contractor.

## ARTICLE II-TERM, TERMINATION, AND MODIFICATION

1. **Term and Termination.** This contract shall begin upon contract registration and shall end on June 30, 2025. The contract may be terminated by either Party by giving the other Party sixty (60) days written notice. The notice shall specify the reason for contract termination and the effective date of the termination.
2. **Modification.** Changes to this Contract may be made only as duly authorized by the ACCO or their designee and in accordance with the New York City Procurement Policy Board (PPB) Rules. Any amendment or change to this Contract shall not be valid unless made in writing and signed by authorized representatives of both parties. An Independent Contractor who deviates from the requirements of this Contract without an approved and executed written contract modification or amendment, does so at their own risk.
3. **Entire Contract.** This Contract represents the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Contract and the terms of any Exhibits, attachments, or schedules hereto or any purchase order or other documents issued by DORIS in connection herewith, the terms set forth in the body of this Contract shall prevail.

## ARTICLE III-PAYMENT

1. **Compensation.** In consideration for the Independent Contractor's performance of services, DORIS shall pay the Independent Contractor at an hourly rate of \$65.00 per hour. All payments shall be invoiced and paid monthly beginning in September 2023. Annual payment to the Independent Contractor shall not exceed \$125,000.00 per fiscal year. Total payment to the Independent Contractor shall not exceed \$250,000. The Independent Contractor understands DORIS will not reimburse the Independent Contractor for hours worked after the funds allocated for this agreement have been exhausted. The Independent Contractor acknowledges and agrees that the amounts paid are gross amounts and will not include withholding of any taxes. The Independent Contractor further agrees that this contract does **not** include provisions for health coverage and paid leave including holidays or annual leave.
2. **Payment.** It is the policy of the City of New York to process contract payments efficiently and expeditiously so as to assure payment in a timely manner to firms and organizations that do business with the City. The Independent Contractor must submit invoice(s) with a summary of deliverables, dates and amounts due. Acceptable forms of invoice submission are email to [dprocurement@records.nyc.gov](mailto:dprocurement@records.nyc.gov), by mail or in person to Naomi Pacheco, 31 Chambers Street, Room 304 NY, NY 10007. **Invoice payments are subject to 30-day payment terms from the invoice received or acceptance date by the DORIS Procurement Officer.** The Independent Contractor must register and use the NYC Payee Information Portal to keep track of payments, and updates on personal information.

3. **Electronic Funds Transfer.** In accordance with Admin. Code § 6-107.1, the Independent Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, or computer or magnetic tape to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, the Independent Contractor shall designate one financial institution or other authorized payment agent and shall complete the “EFT Contractor Payment Enrollment Form” available from DORIS or at <http://www.nyc.gov/dof> in order to provide the Commissioner of the Department of Finance with information necessary for the Independent Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by the Independent Contractor shall constitute full satisfaction by the City for the payment amount under this Agreement. The account information supplied by the Independent Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by law.

#### ARTICLE IV-NOTICE

1. Any notices required under this Agreement, directions, or other communications between the parties shall be delivered to the below points of contact, in writing, via e-mail, read receipt requested, during regular business hours.

If to DORIS:

Director of Administration  
Department of Records & Information Services  
31 Chambers Street, Room 304  
New York, NY 10007  
Phone: 212-788-8622  
Email: [dprocurement@records.nyc.gov](mailto:dprocurement@records.nyc.gov)

If to Noble Hearts HR Consulting:

Matinah Drew  
Noble Hearts HR Consulting, Inc.  
Phone: 866-498-3803  
Email: [info@nobleheartshr.com](mailto:info@nobleheartshr.com)

#### ARTICLE V-MISCELLANEOUS

1. **Counterparts and Electronic Signatures.** This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument. The counterparts of this Agreement may be signed and delivered electronically, including by email or “PDF.” All signatures so obtained and transmitted shall be deemed to be original signatures for all purposes under this Agreement.
2. **Governing Law.** The terms of this agreement and the rights of the Parties shall be governed by the laws of the State of New York and the New York City Procurement Policy Board Rules (PPB).

3. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in the Agreement.

The parties signing this Contract accept the terms and conditions of this Contract.

\_\_\_\_\_  
Independent Contractor Signature                      Date

\_\_\_\_\_  
DORIS Authorized Signature    Date

\_\_\_\_\_  
(Name – Please Print)

\_\_\_\_\_  
(Name – Please Print)