

# **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS** AGREEMENT, made and entered into by and between the CITY OF JOPLIN, MISSOURI, hereinafter "the City", and Simpson Lawn Care Inc., hereinafter referred to as "the Contractor".

WHEREAS, the City desires to hire an independent contractor to provide on-call nuisance lot mowing services on private properties; and

WHEREAS, the Contractor desires to be hired as an independent contractor to provide on-call nuisance mowing services on private properties.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. That the Contractor is to be engaged as an independent contractor responsible for mowing private lots declared a nuisance by the City in accordance with specifications of Bid Package: On-Call Nuisance Lot Mowing Service reference herein and on file in the Planning, Development & Neighborhood Services Department as directed by the City. The Contractor will furnish all necessary materials, labor, tools, machinery, and other means to accomplish the maintenance tasks.
2. That the term of this Agreement shall be from the date last written below through November 15, 2023, and can be renewed for an additional mowing season, at the discretion of the City.
3. That the City has the right to terminate its relationship with the Contractor, with or without cause, upon thirty (30) days' notice of its intent to do so. If the City terminates this Agreement, the City's obligation to pay the Contractor shall also terminate on the last day of the Contractor provided service to the City prior to the termination date, and the City is only obligated to pay any amounts due prior to the termination date. The City shall not be obligated to pay for any unperformed services by Contractor after the termination date.
4. That the Contractor shall invoice with appropriate documentation as provided for in the Bid Package: On-Call Nuisance Lot Mowing Service to the City for services on a biweekly basis. The City shall render the Contractor regularly scheduled payments in remuneration for the Contractor's maintenance services in amounts as specified as described in the following fee schedule:

A. Lot size < .25 acre:	\$ 44.00	each
B. Lot size .25 to .50 acre:	\$ 62.00	each
C. Lot size .50 to 1.0 acre:	\$ 83.00	each
D. Lot size > 1.0 acre:	\$ 125.00	per acre
E. Brush hog mowing:	\$ 125.00	per acre

5. That the Contractor understands that it shall be its responsibility to claim income as an independent contractor in accordance with federal and state tax laws.
6. That the Contractor acknowledges that it is his/her responsibility to conduct any and all activities in accordance with nationally recognized standards and all policies of the City.
7. That this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Simpson Lawn Care Inc. will be independent contractors and not an employee for all purposes including but not limited to the application of Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees he/she is not eligible to receive worker's compensation or unemployment benefits as a result of this Agreement.
8. Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the contractor negligence in the performance of services under this Agreement. The Contractor shall maintain workers' compensation insurance as required by Missouri Law and shall maintain a policy of general liability insurance with combined limits of at least \$1,000,000.00.
9. Miscellaneous provisions:
  - A. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

- B. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.
- C. This Agreement (including any Exhibit) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.
- D. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.
- E. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.
- F. The provisions herein shall bind both parties hereunto their respective successors and assigns.
- G. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

IN WITNESS WHEREOF, the parties have executed this agreement on this 18th day of April 2023.

CITY

CONTRACTOR

BY: \_\_\_\_\_  
Troy Bolander, Director

BY: \_\_\_\_\_  
Adam Simpson, Owner/Operator