

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 20____ between the City of Canyon, Texas, a municipal corporation situated in Randall County, 301 16th St, Canyon, Texas 79015, hereinafter called "CITY" and _____, whose address is _____, hereinafter called "CONTRACTOR", for the purpose of setting forth the intention of the parties regarding the capacity in which CITY will retain the services of CONTRACTOR.

1. It is the intention of the CITY and CONTRACTOR that CITY shall utilize the services of CONTRACTOR in the capacity of an independent contractor rather than an employee of the CITY. CONTRACTOR is permitted to provide its services to the public and to other companies so long as CONTRACTOR is able to fulfill its obligations to CITY. CITY may engage other independent contractors to perform the same services CONTRACTOR is to provide. CONTRACTOR will have no right or authority to act for CITY, shall not enter into any commitment or agreement, incur any liability in the name of or on behalf of CITY or attempt to bind CITY in any manner, nor shall CONTRACTOR hold itself out as an employee, representative or agent of CITY. CONTRACTOR understands that it will not be entitled to receive any employment benefits from CITY, including but not limited to health, life or disability insurance, retirement or pension plans, paid vacation or sick leave, unemployment compensation or worker's compensation insurance.
2. CONTRACTOR hereby agrees to mow weeds and remove trash, debris and other nuisance matter from individual private properties and public right-of-way at locations specified by CITY. CITY is not obligated and does not guarantee to provide any set or certain number of project assignments to CONTRACTOR under this Agreement. CONTRACTOR agrees to commence works within five (5) days after receipt of an assignment and to complete same

within ten (10) days of the assignment date. Upon completion of a project, CONTRACTOR shall submit an invoice to CITY for payment within three (3) days after completion of the work. Should CONTRACTOR be unable to complete a project within the designated time, CONTRACTOR shall immediately report to CITY the reasons for his failure to complete the work authorized. CITY at its discretion may or may not authorize said CONTRACTOR to complete the work. If authorization is not approved for continuation of the work, payment shall be made to CONTRACTOR for only the portion of the work completed.

3. This Agreement shall be for an initial term of one year and shall be automatically extended for subsequent one-year terms unless terminated by CITY pursuant to paragraph 7 below.
4. CONTRACTOR will comply with the following mowing and debris charges unless prior approval is obtained from the CITY Code Enforcement Department:

- a. Mowing charges shall be based upon rate of \$42.00 per hour with the following maximum fees according to the lot size:

- (1) Alley only adjacent to a lot which is:

60' or less in width	\$42.00
61' to 100' wide	47.00
Over 100' wide	63.00/hour

- (2) Developed and undeveloped lots, including the adjacent alley, which are:

Less than 10,000 sq. Ft in area	\$55.00
10,001 to 15,000 sq. Ft in area	60.00
15,001 to 20,000 sq. Ft in area	70.00
Over 20,000 sq. Ft in are	63.00/hour w/ 2 hr. minimum

- (3) When special conditions exist which require excessive mowing time, the maximum fee will be \$200.00 unless prior written approval from CITY Code Enforcement Department is obtained. Special conditions include, but are not limited to, unusually heavy or tall vegetation or obstructions to expeditious mowing.

- b. Removal and disposal of junk, debris and other matter shall be based upon the following applicable rates:
- (1) Material removed but not weighed: \$15.00/Cu. Yd.
 - (2) Material weighed and deposited in the landfill: \$150.00/Ton.
 - (3) Tires: CONTRACTOR's disposal fee paid to registered scrap tire facility or storage site plus \$5.00.
 - (4) Large Appliances and Furniture (such as stoves, washers, dryers, dishwashers, couches, and lounge chairs): \$15.00 each. Refrigerators, freezers, and air conditioning units that have or once had refrigerants within them are excluded from this agreement, and shall not be removed from properties by CONTRACTOR.
- c. CITY will reimburse CONTRACTOR for landfill disposal fees charged at landfill provided said fees were incurred pursuant to work as requested by the CITY and a receipt for same is attached when an invoice is presented for payment.
- d. All project assignments for the removal of junk and debris or a combination of weeds mowing plus junk and debris removal which CONTRACTOR estimates will cost CITY more than \$500.00 must be returned to the CITY Code Enforcement Department prior to any work being performed. All such assignments are then deemed void and the CITY shall re-award the contract through competitive bids. If the CONTRACTOR accepts a project assignment and proceeds with the work it shall be presumed by both the CITY and the CONTRACTOR that the cost of the work shall not exceed \$500.00.
- e. A \$15.00 fee shall be paid for each project assignment that is returned by the CONTRACTOR without any work having been done as a result of the property owner's actions to mow and clean up the property. CITY will inspect the property prior to payment of the fee to verify that the work was completed.

5. CONTRACTOR understands that CITY agrees that it will report to federal, state and local government agencies, as required by law, that it has paid CONTRACTOR certain sums for personal services rendered by CONTRACTOR to CITY, including but not limited to the annual filing of I.R.S. Form 1099 MISC. CONTRACTOR agrees that it will report to federal, state and local government agencies, as required by law, that it has been paid by CITY certain sums for personal services rendered by CONTRACTOR to CITY. CONTRACTOR understands that CITY will not contribute to Medicare, Social Security or any other required employment taxes, nor will CITY withhold income taxes from compensation paid to CONTRACTOR. CONTRACTOR understands that it will be responsible for paying 100% of all applicable employment and income taxes.
6. CONTRACTOR shall be responsible for obtaining whatever licenses or certifications that may be necessary under applicable law to fulfill the responsibilities of the services. The nuisance abatement activities performed by CONTRACTOR shall conform to all applicable federal, state and local laws and regulations related to abatement of weeds, trash, debris, and other nuisance matter.
7. CITY may cancel this Agreement at any time by giving CONTRACTOR written notice. Upon the receipt of notice, the CONTRACTOR shall cease all services; cancel any outstanding project assignments chargeable to this Agreement and; submit an itemized statement for services rendered to date of cancellation.
8. CONTRACTOR is responsible for providing its own equipment necessary to fulfill its obligations to CITY, including but not limited to equipment capable of:
 - a. Mowing weeds, grass and other uncultivated vegetation of any height which has grown on both developed and undeveloped tracts of land of any surface area in the City;

- b. Removing junk, debris, and other nuisance accumulations of solid material which may have an aggregated weight of several tons from developed and undeveloped land of any size in the City, and
 - c. Hauling the material to an authorized disposal area.
9. In performing mowing and junk and debris cleanup and removal, CONTRACTOR hereby agrees to conform to the following minimum standards:
- a. Cut or mow all weeds, grass and other uncultivated vegetation as assigned. All such vegetation shall be cut or mowed within three (3) inches of the ground. Cultivated vegetation such as crops, trees, bushes, and vines, shall be left undisturbed.
 - b. Remove discarded or abandoned junk, debris, and other solid material, from properties.
 - c. Deposit junk, debris and other matter in facilities authorized by the CITY, and in accordance with rules promulgated by the CITY which include the following:
 - (1) As required and authorized by CITY Code Enforcement Department inspectors, or landfill rules, deposit hazardous material at an approval hazardous material collection facility.
 - (2) Deposit all other junk, debris, and material in landfill.
 - (3) Vehicles used to transport materials to disposal sites shall be covered to prevent the material from being blown off the vehicle while being transported.
10. CONTRACTOR shall provide and maintain insurance coverage in accordance with the Certificate of Insurance Requirements, a copy of which is attached to this Agreement as Exhibit "A." A certificate of insurance must be provided and approved by the City prior to authorization to perform works under this Agreement. Said certificate of insurance shall be renewed annually. CONTRACTOR shall provide to CITY a copy of all complaints or claims on CONTRACTOR'S insurance. CITY reserves the right to withhold issuance of any project assignments during any periods of unresolved complaints or claims.

11. CONTRACTOR shall not assign or subcontract any portion of the services called for in this Agreement.
12. IT IS EXPRESSLY STIPULATED AND AGREED THAT CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGES OR INJURIES OCCASIONED BY CONTRACTOR'S NEGLIGENCE IN PERFORMING SERVICES. CITY HAS NO RIGHT TO CONTROL THE MANNER IN WHICH THE SERVICES ARE PROVIDED AND SHALL NOT BE CHARGED WITH THE RESPONSIBILITY OF INSURING THE SAFETY OF THE CONTRACTOR'S SERVICES. ALL WORK SHALL BE DONE AT CONTRACTOR'S RISK. CONTRACTOR SHALL INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS OF LOSS, DAMAGE, INJURY LIABILITIES, INCLUDING COURT COSTS AND ATTORNEY'S FEES, WHICH ARE CAUSED IN WHOLE OR IN PART BY CONTRACTOR'S ACTIVITIES IN FURTHERANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION CLAIMS, DAMAGES, COSTS, EXPENSES AND LIABILITIES FOR LOSS OR DAMAGE TO PROPERTY OR FOR DEATH OR INJURY TO ANY PERSON OR PERSONS.
13. CONTRACTOR agrees that CITY or its duly authorized representative shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine, audit, and copy CONTRACTOR's invoices and other documents related to work under this Agreement, which invoices and documents CONTRACTOR agrees to retain for a period of three (3) years after expiration of this Agreement.
14. Any notice, requests, or other communications required or permitted to be given hereunder, will be in writing and will be delivered by hand or courier, or mailed by United States certified mail, return receipt requested, postage prepaid, and addressed to each party at their respective addresses as shown above. Any such notice, request, or other communication will

be considered to have been given or delivered when received. Rejection or other refusal to accept, or inability to deliver, because of changed address of which no notice was given, will be deemed to be receipt of the notice, request, or other communication. By giving at least fifteen (15) days prior written notice thereof, either party may, from time to time, change its mailing address hereunder.

15. CONTRACTOR will at its expense, comply with all Federal, State and Local laws, rules, regulations and codes.
16. Waiver, alteration, or modification of any of the provisions of this Agreement shall not be binding unless such waiver, alteration, modification is in writing and signed by the parties. Failure by either party to enforce a breach of this Agreement on one or more occasions shall not constitute a waiver of further breaches or estop enforcement on the subsequent occasions.
17. If either party brings an action to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees to be paid by the losing party as determined by the court.
18. This Agreement represents the entire agreement between CITY and CONTRACTOR and superseded all prior negotiations, representations or agreements either written or oral.

CITY OF CANYON

ATTEST:

Danny Cornelius, Director of Code Enforcement

CONTRACTOR SIGNATURE

Printed Name: _____

Company Name: _____

Address: _____

Phone: _____

Cell: _____

Fax: _____

Email: _____

Type of Contractor:

Mowing: _____

Debris Removal: _____

Both: _____