

SHAWNEE COUNTY CONTRACT NO. C 333 -2023

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

THIS AGREEMENT is between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS** (County) and Diamond Roofing (Contractor).

1. SERVICES TO BE PERFORMED

Contractor agrees to perform the following services for County:

This Agreement shall commence on October, 17th 2023, and shall end on March, 29th, 2024, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the services to be performed by Contractor, County agrees to pay Contractor as follows:

Task	Duties	Compensation
Roof Replacement	Replace roof at Shawnee County Commission bldg at 707 SE Quincy	\$96,840.00

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes equipment; supplies; telephone expenses; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

Contractor is an independent Contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent Contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

- c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. Contractor must provide Federal Tax or Social Security Number on required Form W-9.
- k. That Contractor understands that he/she is solely responsible, individually for all taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.

4. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for injury of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

5. INSURANCE

The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to

establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

6. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement.

7. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.

Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

8. ANTI-DISCRIMINATION CLAUSE.

The Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out in K.S.A. 44 1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the Contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a Contractor who employs fewer than four employees or whose contract with the County totals \$5,000 or less during this fiscal year.

9. ACCEPTANCE OF CONTRACT.

This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

10. ARBITRATION, DAMAGES, WARRANTIES.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

11. REPRESENTATIVE’S AUTHORITY TO CONTRACT.

By signing this document, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this document on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

12. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. Notice shall be deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

13. AUTOMATED CLEARING HOUSE (ACH)

Shawnee County prefers to pay its vendor invoices via electronic funds transfers through the automated clearing house (ACH) network. Shawnee County may require vendors to accept payments via ACH. To initiate payment of invoices, vendors shall execute the County's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the Payment Authorization Agreement will authorize the County to deposit payment for services rendered or goods provided directly into vendor accounts with financial institutions. All payments shall be made in United States currency.

14. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be entered into in Shawnee County, Kansas, and shall be construed and interpreted according to the law of the State of Kansas.
- b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.
- c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

- d. Contractor may not assign any rights or obligations under this Agreement without County's prior written approval.
- e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.
- f. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.
- g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Contractor.

IN WITNESS WHEREOF, County and Contractor have executed this Agreement.

**COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS**

William D Riphahn, Chair

Date: _____

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

CONTRACTOR

Breck Simonsson

Printed Name: Breck Simonsson

Date: 10/17/2023