

**CONTRACT WITH INDEPENDENT CONTRACTOR
WITH PROVISIONS FOR TERMINATION WITH OR WITHOUT CAUSE**

INDEPENDENT CONTRACTOR AGREEMENT

Independent contractor agreement made _____ [date], between the City of Independence, a municipal corporation organized and existing under the laws of Missouri, with its principal office located at 111 East Maple Street, Independence, Jackson County, Missouri (the "City"), and Northstar Technologies, LLC, of 19750 Birch, Stilwell, Johnson County, Kansas (the "independent contractor").

SECTION ONE. WORK TO BE PERFORMED

The City and the independent contractor agree that the independent contractor will perform the following work in accordance with this agreement and as further described in

Task 1: Assist the Municipal Services (MS) with reviews of both public and private stormwater related plans, reports, construction documents, and permits.

Task 2: Review, coordinate, and administrate Capital Improvement Program (CIP) storm drainage improvement projects with consultants, MS staff, other City departments, other communities (when applicable), and the public.

Task 3: Prepare and advise MS's on the storm water CIP budget.

Task 4: Monitor, manage, and oversee the CIP storm drainage projects design development.

Task 5: Assist and participate in the implementation of the City's NPDES permit.

SECTION TWO. TERMS OF PAYMENT

The independent contractor shall be paid by the City according to the following terms and conditions:

For services performed, the City shall pay the contractor a rate of \$120.00 per hour with a total amount not to exceed \$90,000.00 per year; subject to annual review and contract renewal.

Invoices shall be submitted monthly by the contractor and are due payable by the City within thirty (30) days of the City's receipt.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Contractor shall not include any sales or use taxes on transactions between the Contractor and the City.

SECTION THREE. EXPENSES

Mileage expenses to and from the city and in performance of the work shall be invoiced to the City but not to exceed the published IRS rate. The City shall not be liable to the independent contractor for any other expenses paid or incurred by the independent contractor unless otherwise agreed to in writing.

SECTION FOUR. MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

Except for office space, supplies, and equipment provided by the City for the work in the City, the independent contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this agreement.

SECTION FIVE. PAYROLL TAXES

Payroll taxes, including federal, state and local taxes, shall not be withheld or paid by the City on behalf of the independent contractor or for the employees of the independent contractor. The independent contractor shall not be treated as an employee for federal or state tax purposes with respect to the services performed under this agreement. The independent contractor shall be responsible to pay all taxes as mandated by law.

SECTION SIX. FRINGE BENEFITS

Since the independent contractor is not an employee of the City's business, the independent contractor is not eligible for and shall not participate in any employer benefit of the City including pension, health or other fringe benefits.

SECTION SEVEN. WORKER'S COMPENSATION

The City shall not obtain worker's compensation insurance on behalf of the independent contractor or the employees of the independent contractor. The independent contractor shall comply with the worker's compensation law concerning its business and its employees.

SECTION EIGHT. TERM OF AGREEMENT

This agreement shall commence on _____ [date], and shall terminate on _____ [date].

SECTION NINE. TERMINATION WITHOUT CAUSE

Either party may terminate this agreement by giving thirty [30] days' written notice to the other of its intent to terminate this agreement. Such termination may be made with or without cause. During the thirty [30]-day period after such notice is sent, the parties shall continue to act toward each other in good faith.

SECTION TEN. TERMINATION WITH CAUSE

Either party may terminate this agreement with reasonable cause effective immediately upon the giving of written notice of the termination. The grounds for reasonable cause shall include: material violation of this agreement or any act exposing the other party to liability for personal injury or property damage.

SECTION ELEVEN. NON-WAIVER

The failure of either party to this agreement to exercise any of its rights under this agreement at any time does not constitute a breach of this agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

SECTION TWELVE. NO AUTHORITY TO BIND CITY

The independent contractor has no authority to enter into contracts on behalf of the City. This agreement does not create a partnership between the parties.

SECTION THIRTEEN. COMPLIANCE WITH LAWS

The independent contractor represents that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

SECTION FOURTEEN. NOTICES

Any notice given in connection with this agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, or by fax to the party at that party's address stated at the top of this agreement. Any party may change its notice address by giving notice of the change in accordance with this section. Any notice sent to the City should be sent to the attention of the Director of Water Pollution Control and to the City Clerk.

SECTION FIFTEEN. ASSIGNMENT OF CONTRACT

The independent contractor shall not be allowed to assign this agreement in whole or in part. Any attempt to assign this agreement shall be null and void.

SECTION SIXTEEN. CHOICE OF LAW

Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the state of Missouri.

SECTION SEVENTEEN. ENTIRE AGREEMENT

This is the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only by a writing that is signed by each of the parties.

SECTION EIGHTEEN. CONFIDENTIAL INFORMATION

The independent contractor agrees that any information received by the independent contractor during any furtherance of the independent contractor's obligations under this contract which concerns the personnel, financial or other affairs of the City will be treated by the independent contractor in full confidence and will not be revealed to any other persons firms or organizations.

SECTION NINETEEN. SEVERABILITY

If any part of this agreement is held to be unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

SECTION TWENTY STANDARD OF CARE

The independence contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a peer professional under similar circumstances. The independent contractor's shall perform its services in accordance with the standard practice ordinarily exercised under the same or similar circumstances by members of the engineering profession. There is no other warranty, express or implied, given by the independent contractor.

SECTION TWENTY-ONE LIABILITY AND INDEMNIFICATION

The City agrees to defend, indemnify, and hold harmless independent contractor from and against legal liability for all claims, losses, damages, and expenses arising from independent contractor's professional engineering services.

SECTION TWENTY-TWO INSURANCE

During the performance of the Services under this AGREEMENT, the independent contractor shall maintain the following insurance:

- (1) General Liability Insurance, with bodily injury limits of \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with property damage limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- (2) Automobile Liability Insurance, with bodily injury limits of \$100,000 for each person and \$300,000 for each accident, and with property damage limits of \$100,000 for each accident.

The independent contractor shall furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.

SECTION TWENTY-THREE OWNERSHIP AND USE OF DOCUMENTS

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the independent contractor as instruments of service shall be the property of the City. The City agrees, to the fullest extent permitted by law, to indemnify and hold the independent contractor harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the City or any person or entity that acquires or obtains the instruments of service from or through the City without the written authorization of the independent contractor.

The parties have executed this agreement at _____ [designate place of execution] on _____ [date].

Contractor:
NORTHSTAR TECHNOLOGIES, LLC



Ted A. Martin, P.E., CFM
President

CITY OF INDEPENDENCE

By: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM

City Counselor