

## **Independent Contractor Agreement**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of County Commissioners of Rogers County ("Rogers County"), and \_\_\_\_\_ ("Contractor").

In consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

### **1. Scope of Work.**

(a) Rogers County engages the Contractor to furnish the work described in the Schedule attached to this Agreement at the times specified in the Schedule, and the Contractor agrees to furnish the work at the times specified in the Schedule.

(b) Contractor acknowledges that by prior knowledge and examination, Contractor understands the nature of the work, the environment, and the difficulties that may be incident to performing the Services.

(c) Contractor warrants that all Services under this Agreement shall be performed and completed in a safe, good and skillful manner by fully trained, skilled, competent and experienced personnel utilizing adequate equipment in good working order at all times.

(d) Contractor shall not employ in any work for Rogers County any employee who is a minor or whose employment violates any labor, employment or other applicable laws.

### **2. Price and Payment.**

Rogers County agrees to pay the Contractor in accordance with the price and payment terms set forth in the Schedule attached to this Agreement, and the Contractor agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as Rogers County shall request in order to acknowledge payment.

### **3. Independent Contractor Relationship.**

The Contractor is and at all times shall conduct itself as an independent contractor, and Contractor is not and shall not be considered or hold itself out or act as an employee, servant, agent, partner, or party in a joint venture with Rogers County. Rogers County shall determine the work to be done by the Contractor, but the Contractor shall determine the means by which to accomplish the work specified by Rogers County. Rogers County is

not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any, payments that it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of Rogers County are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Rogers County.

#### **4. Business of Contractor.**

The Contractor affirms that it is engaged in the business of doing the work specified in the attached Schedule. Copies of the following documents verifying the Contractor's established business shall be attached to this Agreement:

(a) Current occupational and other licenses, if required, issued by the city, state and county in which the work is to be performed.

(b) Articles of incorporation, if Contractor is a corporation, or partnership or joint venture agreement, if Contractor is a partnership or joint venture, or acknowledgment of sole proprietorship, if Contractor is a sole proprietor.

(c) Federal Employer Tax Identification Number.

#### **5. Employees of Contractor.**

The Contractor shall be solely responsible for paying its employees. The Contractor shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Contractor and its employees, servants and agents.

#### **6. Insurance.**

The Contractor shall furnish Rogers County with current certificates of coverage of the Contractor, and proof of payment by the Contractor, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as Rogers County may require from time to time. If the Contractor is not required by the Oklahoma Workers' Compensation Law to provide workers' compensation to the Contractor or its employees, the Contractor shall waive its exemption or exclusion from that law and shall purchase workers' compensation insurance and furnish Rogers County with a current certificate of coverage and proof of payment. The Contractor shall maintain all such insurance coverage and shall furnish Rogers County with certificates of renewal coverage and proofs of premium payments.

## **7. Risk.**

The Contractor shall perform the work at its own risk. The Contractor assumes all responsibility for the condition of tools, equipment, machinery, materials and job site. The Contractor shall indemnify and hold harmless Rogers County from any claim, demand, loss, liability, damage or expense arising in any way from the Contractor's work.

## **8. Assignment.**

Rogers County may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Contractor. The Contractor shall not assign any of its rights or duties under this Agreement without the prior written consent of Rogers County.

## **9. Term.**

This Agreement is effective as of the date signed by both parties and shall continue in effect for a period of time specified to complete the project that is the subject of this Agreement and not to exceed the next ensuing June 30<sup>th</sup>, or until cancelled by either party upon not less than thirty (30) days written notice to the other party.

## **10. Termination for Cause**

(a) Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from Rogers County. Rogers County may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

(b) Rogers County may terminate the Contract immediately, without a 30-day written notice to Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when Rogers County determines that an administrative error occurred prior to Contract performance.

(c) If the Contract is terminated, Rogers County shall be liable only for payment for products and/or services delivered and accepted.

## **11. Termination for Convenience**

(a) Rogers County may terminate the Contract, in whole or in part, for convenience if Rogers County determines that termination is in the County's best interest. Rogers County shall terminate the Contract by delivering to Contractor a Notice of Termination for Convenience specifying the terms and

effective date of Contract termination. The Contract termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by Rogers County.

(b) If the Contract is terminated, Rogers County shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

## **12. Abandonment of or Failure to Commence the Services.**

If Contractor fails to commence the Services within five (5) days (or such later date as may be mutually acceptable to Board and Contractor) after the Effective Date of the Contract, or after such commencement abandons the Services or for any reason suspends or refuses to continue the Services for a period of five (5) days, unless prevented from commencing or continuing the Services by Force Majeure, or by any failure or delay on the part of Board, then Board shall have the right to take over the Services and complete the Services, or cause the Services to be completed, at the expense of Contractor.

## **13. Conflicts of Interest.**

No Contractor employee, agent, director, or subcontractor shall give or cause to be given to any Rogers County employee (or any member of an employee's immediate family) any gift, entertainment, travel, payment, loan, or service regardless of value. Nor will Contractor's employees, agents, directors, or subcontractors provide direct or indirect employment to family members of active employees of Rogers County without written approval of the Rogers County. In addition, any arrangement by Contractor to enter into any direct or indirect business arrangement with any employee or agent of Rogers County is prohibited.

## **14. Safety.**

(a) Contractor shall take all necessary safety and other precautions to protect all property and persons from damage or injury arising out of the performance of the work. Contractor shall comply strictly with all local, municipal, state and federal laws, rules and regulations pertaining to health or safety that are applicable to Contractor and the work. Contractor warrants that all goods, materials, equipment and facilities, whether temporary or permanent, furnished by Contractor in connection with the performance of the work shall comply therewith.

(b) Contractor, at Contractor's sole cost, shall provide all necessary safety equipment related to the work, including, but not limited to, protective

eyewear, hard hats, respirators, safety shoes, safety gloves, etc. Contractor shall perform all work in conformance with safety procedures and practices that are customary in the industry. Rogers County shall have the right to shut down any operation of Contractor or its subcontractors at any time if safety is in question.

(c) At all times while any of Contractor's employees, agents or subcontractors are on Rogers County's premises, Contractor shall be responsible for providing them with a safe place of employment. Contractor shall inspect the places where its employees, agents or subcontractors are or may be present on Rogers County's premises and shall promptly take action to correct conditions that are or may become an unsafe place of employment for them.

(d) Contractor shall give immediate verbal notification to the Rogers County representative of any accident or injury on the work site during the progress of the work. Contractor shall furnish Rogers County a copy of Contractor's first report of an accident as soon thereafter as possible. Upon request by Rogers County, Contractor shall also furnish copies of other related reports, statements or information in its possession.

#### **15. Compliance with Applicable Laws.**

(a) Contractor agrees to comply with all applicable Department of Transportation regulations regarding drug and alcohol testing.

(b) Contractor agrees to keep posted all notices required under workers' compensation laws and other laws, ordinances, rules, or regulations of any governmental authority having jurisdiction over the Services.

(c) Contractor agrees to procure from the proper authority all permits and licenses which may be required in the performance of the Services, and pay all excise, license, occupation, and other taxes which may become payable to any authority by reason of the Services.

(d) Contractor agrees to comply, and shall ensure that its employees, agents and/or subcontractors comply, with all federal, state, tribal, county, and municipal laws, rules, regulations, and ordinances applicable to the performance of the Services.

(e) Contractor shall comply, and cause Contractor's employees and agents and others entering upon Rogers County's premises in connection with the Services to comply, with all applicable federal, state, tribal, county, and municipal laws, ordinances, rules, and regulations.

**16. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007.**

By signing below, Contractor certifies that it and any proposed subcontractors, is/are in compliance with 25 O.S. § 1313, is registered and participates in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) . Contractor will indemnify and hold harmless Rogers County for any action brought against Rogers County for any claim, demand, loss, liability, damage or expense arising in any way out of violation of any federal, state, tribal, county, and municipal laws, ordinances, rules, and regulations by Contractor or subcontractor.

**17. Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma.

**18. Venue.**

This Agreement is subject to the jurisdiction and venue of the Federal and State Courts in and for Rogers County, Oklahoma.

**19. Miscellaneous.**

(a) If any terms of this Agreement shall be declared invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such provision had never been contained herein.

(b) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties.

(c) This Agreement may be amended only by a written instrument signed by both parties' contracting authority.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Board of County Commissioners of  
Rogers County

Contractor

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE TO INDEPENDENT CONTRACTOR AGREEMENT**

### **A. SERVICES AND SCOPE OF WORK:**

1. Description of Services, Materials and Other Items Supplied by Contractor:

2. Geographic Areas:

Rogers County Courthouse, Rogers County, Ccity of Claremore, State of Oklahoma

### **B. PRICE OR RATES AND PAYMENT TERMS FOR SERVICES:**

### **C. ADDITIONAL PROVISIONS:**

All notices, requests, demands, and other communications that are required or may be given under this Agreement shall be sent to the address set forth below the party's name herein below.



Board of County Commissioners of  
Rogers County

Contractor

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Address:

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_