

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT made and entered into this 1 day of JUNE, 2024 between **COLUMBIA COUNTY, FLORIDA** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as the "County", and **Linda Ivery**, an individual, whose mailing address is 329 NW Jefferson St, Lake City, FL 32055, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the County desires to retain the services of a Contractor to provide the following scope of work to or for the benefit of the County: Provide weekend and holiday janitorial service for outdoor restrooms at Annie Mattox Park North; and

WHEREAS, the County intends to retain and Contractor intends to provide administrative services under this Agreement on an independent contractor basis and all compensation shall be paid accordingly as provided herein.

NOW, THEREFORE, the parties in consideration of the covenants and agreements set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged agree as follows:

1. RECITALS

The foregoing recitals are true and correct.

2. SCOPE OF WORK

Contractor shall perform or otherwise provide the following services and scope of work to or for the benefit of the County:

- A. Contractor shall be an Independent Contractor
- B. Contractor will be responsible for providing their own cleaning supplies
- C. Contractor acknowledges that as an independent contractor they will be responsible for payment of federal withholding tax or other local, federal or state taxes resulting from any income derived from this Agreement; and

- D. If the Contractor will be absent or for any reason unable to perform the weekly and holiday service as required under this Agreement, Contractor agrees to notify the Columbia County Recreation Department as soon as possible.

3. **COMPENSATION TO CONTRACTOR**

The County shall pay and the Contractor shall accept as full compensation for services rendered hereunder \$18.00 per cleaning. The Contractor shall provide, and the County will require invoices monthly for any amounts claimed as due indicating the amount of cleaning services completed per month. The Contractor shall be paid within 30 days of actual delivery of an invoice to the County.

4. **INSURANCE AND INDEMNIFICATIONS**

The Contractor shall be considered an agent of the County in the receiving and processing applications related to this project and the County shall indemnify the Contractor for its handling of the applications and associated activities of the housing rehab programs as set forth in the scope of work set forth in Section 2. Contractor shall otherwise indemnify the County for any and all claims made against Contractor caused by Contractor's acts, omissions, or negligence.

5. **TERM OF AGREEMENT**

This Agreement is effective from the date it is signed by both parties and will remain in effect for the initial term of one (1) year with two (2) additional one year renewals. This Agreement will automatically renew on its anniversary date unless either party gives 30-days written notice to the other party. In the event of termination, the County shall pay Contractor only for services provided as of the effective date of termination. Either party may cancel this Agreement with written notice to the other effective immediately if the other party is in material breach of this Agreement. Either party may cancel this Agreement without cause upon thirty (30) days prior written notice to the other party.

6. **PUBLIC RECORDS**

County shall:

- a. Pay Contractor the compensation provided herein.

Contractor shall:

- a. Keep and maintain public records required by the County to perform services under this Agreement. All records to be maintained within County facilities only without any duplicate records by the Contractor.
- b. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- c. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-758-1326 or, bccadmin@columbiacountyfla.com

7. GOVERNING LAW AND VENUE

This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida, shall be the sole and exclusive venue for any legal action between the parties arising under this Agreement.

8. ENTIRE AGREEMENT

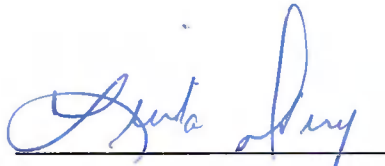
This Agreement constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous understandings and representations. No covenants, term or provision of this Agreement may be modified or waived except by writing duly executed by the legal representative of each party.

IN WITNESS WHEREOF, the parties have executed the Agreement the day and year first above written.

COLUMBIA COUNTY, FLORIDA
Board of County Commissioners

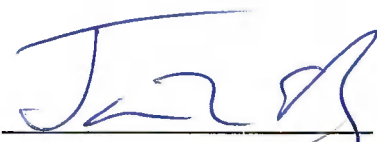
CONTRACTOR

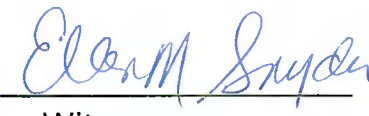


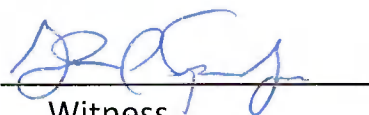
Ron Williams, Chairman

Linda Ivery

ATTEST



Jay Swisher, Clerk of Court

Witness

Witness