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INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE
_____ COUNTY SOIL AND WATER CONSERVATION DISTRICT (“DISTRICT”)
AND _____ (“CONTRACTOR”)

I. PREFACE

This agreement is made and entered into this _____ day of _____, _____ between the _____ County Soil and Water Conservation District (District) and _____ (Contractor). In consideration of the following mutual promises and covenants, the District and the Contractor agree to the following to perform the following duties of service to enhance, improve and facilitate the programs of the District.

II. DUTIES OF THE CONTRACTOR

The Contractor agrees to perform the following duties:

1. **(CONTRACTOR’S DUTIES MUST BE OUTLINED HERE)**
- 2.
- 3.
- ...

III. DUTIES OF THE DISTRICT

The District agrees to perform the following duties:

1. **(DISTRICT’S DUTIES MUST BE OUTLINED HERE)**
- 2.
- 3.
- ...

IV. TERMS OF AGREEMENT

1. Severability

The invalidity of any section, subsection, clause, or provision of the agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of the agreement.

2. Governing Laws

This agreement shall be construed in accordance with and governed by the laws of the United States.

3. Term

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The term of this agreement shall commence _____, and terminate on _____.

4. Modification

This agreement may be amended mutually by _____, SWCD Chair, acting for the District, and by the Contractor, by written modification signed by the both parties.

5. Assignment

No party to this agreement shall assign the whole or any part of this agreement without the District's prior written consent.

6. Successors and Assignees

The parties bind their successors, executors, administrators, and assignees to all covenants of this agreement.

7. Payment

All payment obligations shall be made in arrears in accordance with Indiana Law, state fiscal policies and procedures and in accordance with the agreed upon schedule of payments attached to this agreement.

8. Notice to Parties

Whenever any notice, statement or other communication shall be sent to the parties of this agreement, it shall be sent to the following addresses, unless otherwise specifically advised.

9. Penalties/Interest/Attorney's Fees

The District will in good faith perform its obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees except as required by law.

10. Taxes

The District is exempt from state, federal, and local taxes and will not be responsible for any taxes levied on the Contractor as a result of this contract.

11. Waiver of Rights

No right conferred on any party under this agreement shall be deemed waived and no

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breach of this agreement excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

12. Independent Contractor

The parties hereto, in the performance of this agreement, will be acting in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. No party will assume any liability for any injury (including death) to any persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of another party.

13. Drug-Free Workplace (Executive Order No. 90-5)

- a. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the District within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the District's workplace.
- b. In addition to the provisions of paragraph a. above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, the Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification. The Certification is hereby executed by the Contractor in conjunction with this agreement and set forth in this agreement.
- c. It is expressly agreed that the falsification or violation of terms of the Certification referenced in paragraph b., or the failure of the Contractor to comply with the terms of paragraph a., shall constitute a material breach of this agreement and shall entitle the District to impose sanctions against the Contractor, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Contractor from doing further business with the District for up to three (3) years.

14. Drug-Free Workplace Certification

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the Contractor for up to

three (3) years.

The contractor certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- b. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subparagraph a. above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying in writing the contracting State agency within ten (10) days after receiving notice from an employee under subdivision c. (2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision c. (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs a. through e. above.

15. Nondiscrimination

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provision contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) that provide no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

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under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

16. Multi-Term Funding Cancellation

If funds are not appropriated to the District or otherwise available to support continuation of performance of a multi-term contract, the multi-term contract shall be cancelled. A determination by the District that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

Likewise, it is the intent of the Contractor to fulfill its obligations under this agreement. If the Contractor makes a written determination that it cannot fulfill its obligations because of lack of appropriated funds, the agreement shall be terminated.

17. Termination

a. In the event of default on payment by the District, the Contractor shall allow thirty (30) days' grace period commencing on the day following the semi-annual due date. If the thirtieth day is not a normal Contractor work day, the grace period shall be extended to the nearest Contractor work day thereafter. If payment is not made within the grace period, the Contractor may terminate this agreement upon ninety (90) days' notice to the District and collect all monies due up to and including the date of termination.

b. This agreement may be cancelled only after sixty (60) days' written notice by a signatory party to the other signatory parties for any reasons other than those stated herein.

18. Force Majeure

In the event that either party is unable to perform any of its obligations under this agreement—or to enjoy any of its benefits—because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this agreement.

19. Substantial Performance

This agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

20. Authority to Bind

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Notwithstanding anything in the agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements/contracts on its behalf.

21. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other considerations for the execution of this agreement other than that which appears upon the face of the agreement.

In witness whereof, the District, and the Contractor have, through duly authorized representatives, entered into this agreement. The parties having read and understanding the foregoing terms and conditions do by their respective signatures dated below agree to the same.

Chair, _____ County Soil and Water Conservation District Date

Contractor Date

