

## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is entered into by and between the City of Grass Valley, a California municipal corporation ("City") and \_\_\_\_\_, a (sole ownership, corporation, etc.) entity ("Contractor").


1. Contractor represents that he or she is fully qualified to perform the requested services and is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this agreement.
2. The services to be performed are set forth in the Construction Plans dated \_\_\_\_\_, attached hereto as Exhibit A, and incorporated herein by this reference.
3. Contractor's compensation rates are set forth in the proposal provided to the City and incorporated herein by this reference. In no event shall the total payment for services and expenses under this Agreement exceed \$ \_\_\_\_\_.
4. The agreement commences on \_\_\_\_\_ and expires on \_\_\_\_\_, unless City terminates the agreement earlier. No cause or notice is required to terminate this agreement.
5. Contractor shall provide only the services described herein. Any change in the services of Contractor requires an express amendment to the agreement signed by Contractor and City.
6. Contractor shall perform the requested services in a safe and professional manner. In performing this agreement, Contractor shall comply with all City, county, state, or federal laws, rules, regulations, policies, or ordinances, including, but not limited to, any that pertains to workplace safety, grooming and professionalism, and the prohibition of discrimination, harassment, workplace violence, or misuse of City property.
7. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as agent on behalf of City. City and its agents shall have no control over the conduct of Contractor except as set forth in this agreement. Contractor shall not represent that he or she is in any manner an employee of City. Any business cards issued to contractor are for the purpose of identification only.
8. All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this agreement are deemed confidential and shall not be disclosed by Contractor without City's prior written consent. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of the agreement.
9. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers, from and against any and all claims, losses, costs, and expenses due to the death or injury to any person and injury to any

property which actually or allegedly arise out of or are in connection with any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions in the performance of this agreement by Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by active negligence, sole negligence, or willful misconduct of City, its officers, officials, employees, and volunteers. Such costs and expenses include reasonable attorney's fees incurred by counsel of City's choice. The provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.

- 10. The scope and limit of Insurance coverage required of the Contractor during the duration of this agreement are set forth in Insurance Requirements for City Contracts attached hereto as Exhibit C and incorporated herein by reference. These are minimum insurance required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to City and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to City.
- 11. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this agreement.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"  
City of Grass Valley

"Consultant"  


By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_