

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this 10th day of February, 2014, between the City of Stockbridge, Georgia, (the "City") and Hugh Austin ("Independent Contractor"), collectively referred to as the "Parties," individually may be referred to as "Party."

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

### **1. Services and Obligations of Independent Contractor**

#### **1.1 Scope of Services**

During the term of this Agreement, Independent Contractor shall provide the services described in each Independent Contractor Service Addendum attached hereto as Exhibit "A," which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

#### **1.2 Method of Performing Services**

Independent Contractor shall determine the method, details and means of performing the services described in Exhibit "A."

#### **1.3 Office Space and Support Staff**

Independent Contractor shall perform services under this Agreement at or on premises supplied by the City at the City's request. City shall provide support staff for Independent Contractor.

### **2. Non-Employment Relationship between City and Independent Contractor**

#### **2.1 Independent Contractor Relationship**

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the City an employer, partner, agent of or joint venturer with Independent Contractor for any purpose. Independent Contractor shall have no claim against City for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

#### **2.2 Withholding Taxes and Benefits**

Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for the Consulting Fee and all payments to Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide City with a

completed W-9 form. The Independent Contractor's taxpayer ID is 254-47-4381.

**3. Warranties**

**3.1 Independent Contractor Warranties**

Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

**3.2 Competent Work**

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

**3.3 Representations and Warranties**

Independent Contractor will make no representations, warranties, or commitments binding the City without the City's prior written consent.

**4. City Prohibitions to Create a Safe Work Environment**

**4.1 Drug Free Workplace**

Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. City has a no tolerance policy for violation of this rule.

**4.2 Prohibition on Unlawful Discrimination and Harassment**

The City does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. The City prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the City. City has a no tolerance policy for violation of this rule.

**5. Termination**

**5.1 Termination by Either Party**

Either Party may terminate this Agreement with two (2) days written notice to the other Party. Upon termination, Independent Contractor shall return all data and property of the City to the City. The City shall pay Independent Contractor all earned fees, if any. If the City desires to hire the Independent Contractor as a permanent employee, this agreement will be terminated and replaced by a new agreement. Until such time that a new agreement is fully executed by the City and the Independent Contractor, the City and Independent Contractor will be bound by the terms of this agreement.

### **5.2 Merger**

This Agreement shall not be terminated by the merger or consolidation of the City into or with any other entity.

### **6. Notices**

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

**For City:**

Stockbridge City Hall  
Attn: Mayor  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

**For Independent Contractor:**

Hugh Austin  
1886 Mercer Avenue  
College Park, GA 30337

### **7. Insurance**

Independent Contractor shall be deemed to be a public official of the City pursuant to the terms of this agreement and shall be covered under the City's insurance policy for public officials.

### **8. Non-Exclusivity**

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

### **9. Waiver**

City's waiver of Independent Contractor's breach of any provision, term or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

### **10. Assignment**

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without City's prior written consent.

**11. Force Majeure**

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

**12. Applicable Law**

This Agreement shall be governed by the laws of the state of Georgia.

**13. Reserved.**

**14. Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

**15. Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to the City.

**16. Certain Rules of Interpretation**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

**17. Titles, Captions and Headings**

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

**18. Counterparts**

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

**19. Amendment**

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

**20. Exhibits**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

**21. Severability**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision

**22. Entire Agreement**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between City and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. City and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

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WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

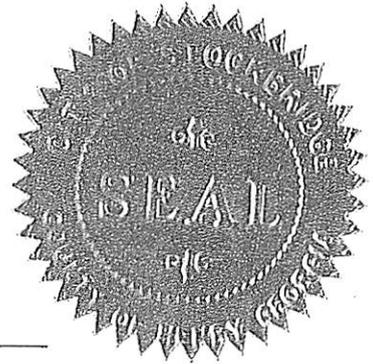
BY:

CITY:

City of Stockbridge, Georgia

  
\_\_\_\_\_  
Tim Thompson (SEAL)  
Mayor

2/11/14  
Date



INDEPENDENT CONTRACTOR:

  
\_\_\_\_\_  
Hugh Austin

2/11/14  
Date

## INDEPENDENT CONTRACTOR SERVICE ADDENDUM

**DUTIES:** The Independent Contractor will:

Subject to the direction of the Mayor, assist the Mayor and the City Council in providing administrative management for the City of Stockbridge, Georgia.

**TERM:** This engagement shall commence on the 10th day of February, 2014. The Independent Contractor shall serve for a period of the lesser of thirty (30) calendar days or until such time as it is terminated in accordance with Section 5.

**COMPENSATION:**

As full compensation for the services rendered pursuant to this Agreement, the City shall pay the Independent Contractor based on the amount \$110,000.00 per year, pro-rated weekly. City will render this payment to Independent Contractor every two weeks.

**EXPENSES:**

All expenses incurred by the Independent Contractor at the City's written request will be reimbursed.