

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 11th day December, 2012, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Suite 200, Wildwood, Florida 34785, and Scanning America, Inc. (hereafter referred to as "Contractor"), whose address is 1440 N 3rd Street, Lawrence, KS 66044.

RECITALS

WHEREAS, the Board has need of professional services for SUMTER COUNTY SCANNING AND ATTRIBUTION/INDEXING OF DOCUMENTS FOR PUBLIC WORKS DIVISION; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor, based on the Contractor's response to RFP# 025-0-2012/AT – Request for Proposals for SUMTER COUNTY SCANNING AND ATTRIBUTION/INDEXING OF DOCUMENTS FOR PUBLIC WORKS DIVISION;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the Board will be that of a professional Contractor and the Contractor will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor's profession, and Contractor will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.

2. Contractor is hereby retained and employed as the SUMTER COUNTY SCANNING AND ATTRIBUTION/INDEXING OF DOCUMENTS FOR PUBLIC WORKS DIVISION Contractor, and will work with the Board to provide said services in accordance with the scope of work outlined in RFP 025-0-2012/AT.

3. The term of this Agreement shall commence from the Notice to Proceed. Scanning will be substantially completed within four (4) months from Notice to Proceed with an additional one (1) month for final completion of the entire project unless otherwise terminated as provided in paragraph four (4) of this Agreement. This Agreement may be renewed on an annual basis if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph seven (7) of this Agreement.

4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.

5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall submit all invoices pursuant to the Local Government

Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

6 General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor shall be made available to the Board upon request and shall be considered public records.
- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP #025-0-2012/AT, naming Board as an additional insured in each such policy.
- f. Upon Contractor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and Board mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The Board and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

7. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

8. The Contract Documents, which comprise the entire Contract between Board and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposal
- b. Vendor's Proposal Documents
- c. Permits / Licenses

9. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

10. Contractor, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

11. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

12. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

13. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

14. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

15. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

16. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action

against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County

17. Contractor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE CONTRACTOR

Name: Bradley S. Arnold

Name:

Address: 7375 Powell Road, Wildwood, FL 34785

Address:

Title: County Administrator

Title:

Date:

Date:

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____, Chairman

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____

Notice to Proceed

Company: Scanning America, Inc.

Date: _____

Project: 025-0-2012/AT Sumter County Scanning and Attribution/Indexing of Documents for Public Works Division

You are hereby notified to commence WORK in accordance with the Agreement dated _____ on or before _____, and you are to complete the WORK by _____.

Per the contract the WORK shall be completed within _____ calendar days unless otherwise extended.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

CONTRACTOR:

this the _____ day

of _____, 20__.

By: _____
Authorized Representative

Title: _____