

INDEPENDENT CONTRACTOR ADDENDUM

This INDEPENDENT CONTRACTOR Addendum ("Addendum") is made this ____ day of _____ 20____, by and between Sedgwick County, Kansas ("County") and _____, having its principal place of business at _____ ("Contractor").

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

It is the expressed intent of the parties that the Contractor is an independent contractor and *not the agent, employee or servant of County*. Contractor shall still be required to uphold provisions of the Subcontractor Agreement but it is understood that by executing this document Contractor is stating that Contractor is an independent contractor and that:

A. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE COUNTY.

B. THE PARTIES AGREE, THAT AS AN INDEPENDENT CONTRACTOR, CONTRACTOR IS NOT ENTITLED TO (i) UNEMPLOYMENT INSURANCE BENEFITS, (ii) WORKERS' COMPENSATION COVERAGE, OR (iii) HEALTH INSURANCE COVERAGE FROM COUNTY, AND MAY ONLY RECEIVE SUCH COVERAGES IF PROVIDED BY CONTRACTOR OR AN ENTITY OTHER THAN COUNTY. SUBJECT TO THE FOREGOING, CONTRACTOR HEREBY WAIVES AND DISCHARGES ANY CLAIM, DEMAND OR ACTION AGAINST COUNTY'S WORKER'S COMPENSATION INSURANCE AND/OR HEALTH INSURANCE AND FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY SUCH CLAIMS RELATED TO CONTRACTOR'S OPERATIONS OR THE PERFORMANCE OF SERVICES BY CONTRACTOR HEREUNDER.

C. The Parties hereby acknowledge and agree that County will not:

- (i) Require Contractor to work exclusively for County;
- (ii) Establish a quality standard for Contractor; except that County may provide plans and specifications regarding the work but will not oversee the actual work or instruct Contractor as to how the work is to be performed;
- (iii) Pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate;
- (iv) Provide more than minimal training for Contractor;

- (v) Provide tools or benefits to Contractor (materials and equipment may be supplied, however);
- (vi) Pay Contractor personally; instead, County will make all checks payable to the trade or business name under which Contractor does business; or
- (vii) Combine its business operations in any way with Contractor's business, but will instead maintain such operations as separate and distinct.

D. Contractor does not have the authority to act for the County, or to bind the County in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the County.

E. Unless given express written consent by County, Contractor agrees not to bring any other party (including but not limited to employees, agents, sub-Subcontractors, and vendors) onto the project site.

F. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide proof that such other parties have Workers' Compensation insurance coverage as required by the County.

G. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and, if Contractor is given permission to have other parties on site and the Contractor provides the appropriate coverage, the Contractor agrees to retain control over any persons employed by Contractor for performing the services set forth in the agreement and take full and complete responsibility for any liability created by or from any actions of individuals brought to the project by Contractor.

H. County will not provide training or instruction to Contractor regarding the performance of services which are the subject of the Agreement.

I. Contractor will not receive benefits of any type from the County.

J. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the County.

K. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.

L. No workers' compensation insurance shall be obtained by County covering Contractor. Contractor shall comply with the workers' compensation laws pertaining to Contractor.

M. Contractor will not combine its business operations in any way with the County's business operations and each party shall maintain their operations as separate and distinct.