

AGREEMENT FOR PUBLIC WORKS SERVICES

THIS AGREEMENT, made this day as first signed below, by and between the City of New Meadows, Idaho a municipal corporation (hereinafter “New Meadows”), and John Stone (hereinafter “Consultant”).

WHEREAS, the City of New Meadows a municipal corporation duly organized and existing under the general municipal laws of the State of Idaho, desires to retain the services of a public works consultant to serve the City of New Meadows;

WHEREAS, John Stone desires to act as an independent contractor to the City of New Meadows for the purpose of providing public works consulting services.

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

SECTION ONE NATURE OF AGREEMENT

The City appoints, and retains as an independent contractor, pursuant to the authority conferred by upon it and its authorized officers, John Stone as a public works consultant (“Consultant”) for the City. The purpose of this Agreement is to provide assistance to the City for water and wastewater services in the City of New Meadows and other such duties and functions of the type coming the jurisdiction of a municipality and customarily rendered by public works of a city in the State of Idaho under the laws of the State and Idaho and Ordinances of the City of New Meadows. Projects will be assigned as approved by the Mayor and/or City Council.

SECTION TWO ACCEPTANCE OF CONTRACT

Consultant accepts the duties as set forth in this agreement and promises and will render to the best of his ability the services exercising that level of professional judgment practiced in the general industry and as described in this agreement.

SECTION THREE COMPENSATION

As compensation in full for all services to be rendered by Consultant under and pursuant to this agreement, upon receipt of an invoice from the Consultant the City shall pay Consultant during the term of this agreement, on the following day of the first City Council meeting of each month, the following sums:

1. The sum of fifty-five dollars (\$55.00) per hour for consultation performed by then Consultant under this agreement. Such work shall be directed by the public works supervisor, the City Clerk, the Mayor and/or City New Meadows.

SECTION FOUR NONASSIGNABILITY

Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.

SECTION FIVE INDEPENDENT CONTRACTOR

Consultant is not an officer, employee or agent of the City. Consultant is engaged as an independent contractor, and will be so deemed for purposes of the following:

1. Consultant will be responsible for payment of any Federal or State taxes required as a result of this contract.
2. Consultant is not entitled to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the Consultant are: vacation, holiday, sick, or other leaves of pay; medical or dental insurance; or retirement benefits.
3. Consultant is an independent contractor for purposes of the Idaho Worker's Compensation laws and is solely liable for worker's compensation coverage under this contract.
4. Substantially all necessary tools, equipment, supplies and all other administrative support expenses will be furnished by the Consultant, except administrative support.

Consultant will not be eligible for any Federal Social Security, State Workman's Compensation or unemployment insurance payment from the City or charged to the City's account.

SECTION SIX TERMINATION

Consultant acknowledges and agrees that he is an independent contractor and either party may terminate this agreement at any time with or without cause upon thirty days (30) written notice. It is agreed by the parties that no provision of any Employee Personnel Manual or any other oral or written statement of City, or any of its elected officials, officers or employees shall constitute a contract of employment.

In addition, City may terminate or modify this contract, in whole or in part, effective immediately upon delivery of written notice to Consultant, or at such later date as may be established by City under the following conditions.

1. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract;
2. If any professional license, insurance, bond or certificate required by law, regulation or this contract to be held by the Consultant to provide the services required by this contract, if for any reason denied, revoked, suspended, or not renewed;
3. If City has evidence that Consultant, in the course of its duties herein, has endangered or is endangering the health and safety of clients, residents, staff or the public;
4. Falsification of records by Consultant;
5. Failure of the Consultant to comply with the provisions of this contract and all applicable Federal, State or local laws and rules, including applicable building codes and Idaho Administrative Rules.
6. If Consultant fails to provide services as set forth by the City;
7. If Consultant fails to provide services called for by this contract within the time specified;
8. If Consultant or its agents engage in fraud, dishonesty, or any other act of misconduct in the performance of this contract;
9. If continued or repeated justifiable, documented complaints are made against Consultant or its agents for: (a) failure to provide services specified or (b) failure to perform their duties in a courteous and professional manner;
10. If the City Council determines that termination of the contract is in the best interests of the City.

SECTION SEVEN MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party.

SECTION EIGHT GOVERNING AND COMPLIANCE WITH APPLICABLE LAW.

This contract shall be governed and constructed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit, or proceeding between the City and Consultant that arises from or relates to this contract shall be brought and conducted solely and exclusively with the Third

Judicial District Court of Adams County for the State of Idaho. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted exclusively within the United States District for Idaho.

Consultant shall comply with all Federal, State, City and local laws and ordinances applicable to the work under this contract.

SECTION NINE REPORTING

Consultant agrees to prepare and furnish such reports and data as may be required by the City. Consultant agrees to and does hereby grant the City the right to reproduce, use and disclose for City purposes, all or any part of the reports, data, technical information and client information furnished to the City under this contract. Any information or data which comes into possession of Consultant in connection with services provided under this agreement shall become City information and shall not be disclosed by Consultant to anyone outside the City, unless the requester complies with the Idaho Public Records Act.

SECTION TEN RECORDS MAINTENANCE; ACCESS

Consultant agrees that services provided under this contract by Consultant, facilities used in conjunction with such services, client records, Consultant's policies, procedures, performance data, and other similar documents and records of Consultant that pertain, or may pertain, to services under this contract shall be kept at the office space provided by the City and shall be open for inspection by the City, or its agents, at any reasonable time during business hours. Consultant agrees to retain such records and documents for a period of ten years, or such longer period as may be required by Idaho Code Title 50-907.

SECTION ELEVEN MISCELLANEOUS TERMS

1. **Indemnity.** Consultant shall defend, save, hold harmless, and indemnify the City, its officers, employees, agents, and members, from all claims, suits, actions or costs including attorney fees and costs of defense resulting from or arising out of the work performed under this contract and arising from the sole or joint negligence of the Consultant. Likewise, subject to the limits of the Idaho Torts Claims Act, City shall save, hold harmless and indemnify Consultant from all claims, suits, actions or costs, including attorney fees and costs of defense resulting of arising out of this contract and arising from the sole negligence of the City.

2. **Nondiscrimination.** Consultant agrees that it shall not discriminate against any person in the performance of this contract, on the grounds of race, color, creed, national origin, sex, marital status, disability or age.

3. **Attorney Fees.** In the event an action, suit, or proceeding, including appeal there from, is brought for failure to observe any of the terms of this contract, the non prevailing party shall be responsible for the prevailing party's attorney's fees, expenses, costs, and disbursements for said action, suit, proceeding or appeal.

4. **Amendments.** The terms of this Contract may be amended upon the mutual consent of the parties. Consultant expressly agrees to amendments which may be necessary from time to time to incorporate changes or provisions required by law or the Division.

5. **Severability.** The terms of this Contract are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Contract that results in the invalidity of any part, shall not affect the reminder of this Contract.

Dated_____ day of March, 2025

BY:_____
John Stone

CITY OF NEW MEADOWS

BY:_____
Mayor

Attest:

City Clerk