

INDEPENDENT CONTRACTOR AGREEMENT FOR CITY PARK TRAIL MAINTENANCE

THIS AGREEMENT is made effective this ____ day of _____, 2025, between Greg Albrecht (“Contractor”) and City of Tenino (“City”).

1. **DESCRIPTION OF SERVICES.** Contractor agrees to provide park trail maintenance for the City (“Service(s)").
2. **INDEPENDENT CONTRACTOR STATUS.** Contractor agrees that he is not an employee of the City for any purpose whatsoever, including unemployment tax, social security contributions, income tax withholding or workers compensation, whether state or federal. Contractor has his own tools and is not relying on any City resources to perform any part of the Service.
3. **PAYMENT.** The City agrees to pay the sum of _____ for hours worked in consideration of the Services plus reimbursement for expenses, so long as accompanied by receipts.
4. **HOLD HARMLESS/INDEMNIFICATION.** To the greatest extent allowed by law Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the Contractor’s concurrent negligence and the City, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
5. **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties. Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the Contractor and the City.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in Thurston County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first above written.

CONTRACTOR

Greg Albrecht
PO Box 273
Tenino, WA 98589

CITY OF TENINO

By: _____
Dave Watterson, Mayor