

## 1099 CONTRACTOR AGREEMENT

**AGREEMENT** made as of \_\_\_\_\_ between the Village of \_\_\_\_\_, with its principal office at \_\_\_\_\_ ("Village"), and **Eric Sandine**("Contractor"), Federal Identification (or Social Security) **300725476 dba OhioRoWConsulting**.

**WHEREAS**, the parties desire to establish an arrangement under which Contractor may be engaged by Village to perform services in connection with Village projects ("Projects"), in accordance with the terms set forth in this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby

### **AGREED:**

1. **Scope of Services.** The services to be performed by Contractor ("Services") will be identified for each Project by the Mayor or Village Administrator. Such project shall be identified for the purpose of this contract as;

- Recalculation of Right of Way program fees.
- Preparation of Ordinance adopting new Registration and Permit fees.
- Annual Ordinance updates (if any).
- Invoice various utility services registered with the Village.
- Annual Support of RoW program.

2. **Independent Contractor.** Contractor's relationship with Village will be that of an independent contractor, and nothing in this Contractor Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Contractor will not be entitled under this Contractor Agreement to any of the benefits that Village may make available to its employees, including, but not limited to, group health, life insurance, profit-sharing or retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. Contractor will not be authorized to make any representation, contract or commitment on behalf of Village unless specifically requested or authorized in writing to do so by the Village Administrator. Contractor will be solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Contractor Agreement. No part of Contractor's compensation will be subject to withholding by Village for the payment of any social security, federal, state or any other employee payroll taxes. Village will regularly report amounts paid to Contractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law.

**3. Terms and Compensation.**

- An annual retainer of **\$3,000.00**, payable in 1 installment.
- Other, as follows:

If this Project Assignment or the Independent Contractor Services Agreement which governs it is terminated for any reason, fees will be paid based on:

- Contractor time spent:
- The proportion of the Deliverables furnished the Company as determined by the Company:
- Other, as follows

**Expenses.** The Company will reimburse Contractor for the following expenses:

**NONE**

**4. Warranties.** Contractor represents and warrants that it has the right to perform the Services and that the Services will be of good quality acceptable to the Mayor and Village Administrator.

**5. Prohibition Against Hiring; Non-Compete.** There are no limitations on future employment of the Contractor with the Village.

**6. Termination.** Either party may terminate this Agreement or a Project without cause during the course of the performance of Services. Following the termination of this Agreement, no further Services shall be provided hereunder. All other provisions of this agreement shall remain in full force and effect.

**7. General.**

- a. Contractor agrees to comply with all reasonable recordkeeping and reporting requirements established by Village in connection with Services provided hereunder.
- b. Contractor shall not be permitted to operate vehicles owned by the Village.
- c. Contractor shall not be permitted to use/operate tools owned by the Village.
- c. This Agreement is the entire agreement of the parties on the subject matter hereof. Its provisions may be waived or modified only by a written instrument signed by the party against whom such waiver or modification is sought to be enforced.
- d. The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement, effective as of the date set forth above.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor/Village Administrator

\_\_\_\_\_  
Date

# **Registration Fee breakdown**

## **Employee Right of Way Administration (Employee expenses)**

1. Enforcement of Ordinance
2. Liaison with Utilities

## **Employee Right of Way Oversight (Employee expenses)**

1. Mowing
2. Minor repairs within the right of way
3. General oversight/inspection
  - a. Down wires
  - b. Damaged, defaced, obstructing facilities
    - i. Pedestals
    - ii. Poles
    - iii. Markers
    - iv. Curb boxes

## **Maintenance and Oversight (OTHER)**

1. Vehicle costs
2. Equipment costs – annual (mowing)
3. Equipment cost – new
4. GIS services
5. Other annual expenses

## **Contract retainer and engineering**

1. Annual retainer
2. Municipal engineering that involves RoW function
3. Engineering review of regulated utility plans

## **Legal**

1. Legal expense involving RoW ordinance and enforcement

## **Utility Specific (a unique expense related to only one utility)**

1. An identified amount attributable to one specific utility due to their interaction that creates a specific, recoverable expense upon the municipality.
  - a. Legal expenses due to the interaction with a single utility.
  - b. Engineering expenses due to the interaction with a single utility.
  - c. RoW repairs due to the interaction with a single utility.
  - d. Other contract expenses due to the interaction with a single utility.

## **Construction Permit Fee breakdown**

In order comply with the ORC with regards to recovering only those fees that are actually incurred in the processing of a construction permit, fees shall be calculated at the completion of work and invoiced annually.

**Engineering Review (if the permit requires engineering review, calculated on per hour rate)**

**Administrative Review (both contract and inhouse review as needed)**

**Inspection of Work (based on 2 inspections per permit. Base of \$100 then \$80 per additional inspection, as needed)**

**Degradation of Useful Life (to be calculated after completion of work)**