

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of November, 2022, by and between the City of Fremont, a Municipal Corporation (hereinafter referred to as the "City"), Dodge County Nebraska, a Municipal Corporation (herein after referred to as the "County"), own and operate a joint communications and dispatch center for 911 calls and it is referred to as the "Fremont/Dodge County Communications Center" (herein referred to as the "FDCC") and the independent contractor, P.S. Rad Com LLC (hereinafter referred to as "P.S. Rad Com LLC").

WHEREAS, P.S. Rad Com LLC has experience and expertise of FDCC radio matters that could be utilized by FDCC; and

WHEREAS, FDCC desires to hire P.S. Rad Com LLC as the Radio Systems Administrator and to be available to perform certain professional services pertaining to radio communications for FDCC; and

WHEREAS, P.S. Rad Com LLC represents that he is qualified and desires to perform such Work.

THEREFORE, FDCC and P.S. Rad Com LLC, in consideration of the mutual covenants and agreement herein contained, do mutually agree as follows:

1. **SCOPE OF WORK.** During the term of this Agreement, P.S. Rad Com LLC agrees to provide FDCC with a schedule he will work as well as be available for emergency calls. P.S. Rad Com LLC will provide his own vehicle, insurance and not seek mileage reimbursement. Further, should P.S. Rad Com LLC not be available for emergency calls, he will advise FDCC of the same by contacting the Communications Director. P.S. Rad Com LLC will provide work and expertise as outlined in the document attached hereto as Exhibit "A", herein after referred to as "Work".

2. **OWNERSHIP OF WORK.** P.S. Rad Com LLC expressly acknowledges that the Work and services provided hereunder, including but not limited to any material, designs, products, original works of authorship, creative works, discoveries, innovations, improvements, developments, and modifications, related to the Projects with FDCC is FDCC's property. The Work contributed by P.S. Rad Com LLC hereunder shall be considered a "work made for hire" as defined by the copyright laws of the United States. FDCC shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to P.S. Rad Com LLC's Work and services provided hereunder, in whatever stage of completion.

If for any reason the Work hereunder is determined at any time not to be a "work made for hire", P.S. Rad Com LLC hereby expressly agrees to irrevocably transfer and assign to the City all rights, title and interest therein, including all copyrights and reproduction rights to any Work prepared by P.S. Rad Com LLC in connection with and arising out of this Agreement, as well as all extensions thereto. P.S. Rad Com LLC further agrees to cooperate with FDCC in securing and defending FDCC's rights, title, ownership, copyright and interest.

3. **TERM AND TERMINATION.** The term of this Agreement shall be effective on the 9<sup>th</sup> day of November, 2022, and shall continue thereafter in full force and effect for a period of one year, ending November 9, 2023. This Agreement may be terminated by (1) mutual, written agreement of all parties; (2) ninety (90) days' written notice of either party, for any reason; or (3) thirty (30) days' written notice of either party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect. This Agreement may be renewed for a term of one (1) year, on an annual basis, if agreed to in writing by all parties.

4. **COMPENSATION AND PAYMENT.** FDCC agrees to pay P.S. Rad Com LLC for full and completed performance of all Work under this Agreement at the rate of Seventy-Nine Thousand dollars (\$79,000) per year for the required 600 hours per year (with a goal of 50 hours per month) of work during regular business hours of Monday through Friday 7:00 a.m. to 5:00 p.m. FDCC agrees to pay One Hundred Sixty dollars (\$160) per hour, with a minimum of two hours, for after-hours support. P.S. Rad Com LCC will carry over up to 10 hours of unused time each month. This time will be balanced out every 6 months. P.S. Rad Com LLC will bill out any hours over 300 (6 months x 50 hours per month. The rate of \$150 per hour will be used for hours overage in the 6 month/300 hours that are balanced every 6 months. Advice and simple instructions over the phone will be billed at Seventy Five (\$75) per occurrence.

5. P.S. Rad Com LLC will record his time and submit invoices monthly for all work completed. The invoices may be sent to FDCC, Attn Communications Director, at 725 N Park Ave, Fremont, NE 68025. FDCC will remit payment to P.S. Rad Com LLC within Sixty (60) days of receipt by FDCC. FDCC shall send payments to P.S. Rad Com LLC's mailing address as set forth below. P.S. Rad Com LLC is responsible for informing FDCC of any change of address.

6. **RESOURCES.** P.S. Rad Com LLC shall supply his own vehicle, insurance and be responsible for his own mileage. P.S. Rad Com LLC shall not have access to FDCC intranet or FDCC server. P.S. Rad Com LLC shall have access to any FDCC records and information necessary to complete Work under this Agreement. FDCC's staff will be available for meetings with P.S. Rad Com LLC, with reasonable advance notice, so as not to unreasonably interfere with or adversely affect the timeline for completion of Work under this Agreement.

7. **PROFESSIONAL RESPONSIBILITY.** Nothing in this statement shall be construed to interfere with or otherwise affect the rendering of services by P.S. Rad Com LLC in accordance with his independent and professional judgment. P.S. Rad Com LLC shall perform his services substantially in accordance with generally accepted practices and principles of his trade.

8. **CONFIDENTIALITY.** P.S. Rad Com LLC acknowledges that he may be given or have access to Confidential Information, which is information or material proprietary to FDCC, including any information, data, know how, and other intellectual property, utilized by FDCC in its course of business. P.S. Rad Com LLC agrees to keep, hold and maintain in trust all such Confidential Information and to neither directly nor indirectly disclose to any third party such Confidential Information without the prior written consent of FDCC. This obligation shall survive

the termination of any agreement or relationship between the parties. At any time upon request in writing by FDCC, P.S. Rad Com LLC shall immediately return or destroy such Confidential Information in his possession and control. Upon breach of any provision of this confidentiality agreement, FDCC shall be entitled to equitable and injunctive relief, recovery of any and all damages and any other remedies available under applicable law or in equity as determined by a court of competent jurisdiction.

9. **RELATION OF THE PARTIES.** P.S. Rad Com LLC is retained by FDCC for the purposes and to the extent set forth in this Agreement and P.S. Rad Com LLC's relationship to FDCC shall, during the term of this Agreement, be that of an independent contractor and shall not be considered as having an employee status. The City shall not withhold, from sums becoming payable to the P.S. Rad Com LLC hereunder, any amounts for state or federal income tax, or for FICA (Social Security) taxes, during the term of this Agreement.

10. **ANTI-DELEGATION.** P.S. Rad Com LLC shall not delegate any of his Work to third parties.

11. **NOTICES.** All notices or other communications required or permitted under this Agreement must be in writing and addressed as set forth below:

City of Fremont, Nebraska  
Attn: City Administrator  
400 E Military Ave  
Fremont, NE 68025  
(402) 727-2630

The County of Dodge, Nebraska  
Attn: County Clerk  
428 N Park Ave  
Fremont, Ne 68025  
(402)727-2767

Fremont/Dodge County Communications  
Attn: Communications Director  
725 N Park Ave  
Fremont, NE 68025  
(402) 727-2677

P.S. Rad Com LLC  
Thomas Christensen, President  
P. O. Box 373  
Arlington, NE 68002

12. **INDEMNIFICATION.** P.S. Rad Com LLC agrees to accept and be responsible for his own acts or omissions, as well as the acts or omission of his employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto FDCC. P.S. Rad Com LLC agrees to indemnify, defend and hold harmless FDCC, City of Fremont and The County of Dodge, Nebraska, their directors, officers, members, agents and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of P.S. Rad Com LLC's Work and services under this Agreement.

FDCC similarly agrees to accept and be responsible for its own acts or omissions, as well as the acts or omission of its employees, if any, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for acts or omissions onto P.S. Rad Com LLC. FDCC agrees to indemnify, defend and hold harmless P.S. Rad Com

LLC, his heirs and/or agents, from and against all claims, actions or causes of actions, including attorney fees, arising out of FDCC's actions under this Agreement.

13. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties.

14. **OTHER TERMS.** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the complete understanding between the Parties, unless amended by a subsequent written agreement signed by the City, County, FDCC and P.S. Rad Com LLC. Nothing in the Agreement shall be construed as prohibiting or limiting P.S. Rad Com LLC from engaging in order employment, including providing similar services to third parties.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**AGREED AND ACCEPTED:**

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the City of Fremont, Nebraska:

ATTEST:

THE CITY OF FREMONT,  
NEBRASKA:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

ATTEST: THE COUNTY OF DODGE, NEBRASKA:

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the County of Dodge, Nebraska:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Fremont/Dodge County Communications Center

COMMUNICATIONS CENTER

FREMONT/DODGE COUNTY

\_\_\_\_\_  
Director

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Tom Christensen, President, P.S. Rad Com LLC

TOM CHRISTENSEN, PRESIDENT  
P.S. RAD COM LLC

\_\_\_\_\_  
Tom Christensen

## **E-VERIFY AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of November , 2022, by and between the City of Fremont, a Municipal Corporation (hereinafter referred to as the “City”), Dodge County Nebraska, a Municipal Corporation (herein after referred to as the “County”), own and operate a joint communications and dispatch center for 911 calls and it is referred to as the “Fremont/Dodge County Communications Center” (herein referred to as the “FDCC”) and the independent contractor, Tom P.S. Rad Com LLC (hereinafter referred to as “P.S. Rad Com LLC”).

FDCC and P.S. Rad Com LLC hereby incorporate the following into each and every other agreement, whether oral or written, whether by work order, purchase order or otherwise, entered into between FDCC and P.S. Rad Com LLC during any period during the term of this Agreement as if the following was part of each and every other agreement:

### **NEW EMPLOYEE WORK ELIGIBILITY STATUS**

P.S. Rad Com LLC is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If P.S. Rad Com LLC is an individual or sole proprietorship, the following applies:

1. P.S. Rad Com LLC must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If P.S. Rad Com LLC indicates on such attestation form that he or she is a qualified alien, P.S. Rad Com LLC agrees to provide the US Citizenship and Immigration Services documentation required to verify P.S. Rad Com LLC’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. P.S. Rad Com LLC understands and agrees that lawful presence in the United States is required and P.S. Rad Com LLC may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the City of Fremont, Nebraska:

ATTEST:

THE CITY OF FREMONT,  
NEBRASKA:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the County of Dodge, Nebraska:

ATTEST:

THE COUNTY OF DODGE,  
NEBRASKA:

\_\_\_\_\_  
Count Clerk

\_\_\_\_\_  
Chairman

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Fremont/Dodge County Communications Center

COMMUNICATIONS CENTER

FREMONT/DODGE COUNTY

\_\_\_\_\_  
Director

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Tom Christensen, President, P.S. Rad Com LLC

\_\_\_\_\_  
Tom Christensen

