

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made between the **IOWA COUNTY LAND CONSERVATION DEPARTMENT** herein referred to as "**DEPARTMENT**" and Alice Vogel.

I. PRELIMINARY RECITAL

In the performance of all work, duties and obligations under this agreement, Alice Vogel is at all times acting and performing as an independent contractor and not as an employee of the Department or of Iowa County, a municipal corporation.

II. DURATION OF AGREEMENT

The duration of this agreement shall be for a period of eighteen (18) months, commencing July 1, 1996 and terminating December 31, 1997, subject, however, to prior termination as hereafter provided, and subject to continued funding.

III. TERMINATION OF AGREEMENT

This agreement shall remain effective as provided in Section II until either party cancels it for any or no reason by giving thirty (30) days written notice to the other party.

IV. TERMS OF COMPENSATION

Alice Vogel shall be compensated for the eighteen (18) month duration of this agreement in the total amount of \$24,500.00. Compensation shall be paid to Alice Vogel in eighteen (18) equal installments on a once per month basis. Alice Vogel shall be solely responsible for deducting all applicable federal, state and social security taxes from her compensation amount. The parties further acknowledge that this agreement does not provide any fringe benefits.

V. INSPECTION OF WORK

The Department retains a general power of supervision and control of results for the purpose of determining that the contracted work is completed according to plans and specifications including the right to inspect, the right to stop the work, the right to make suggestions or recommendations as to the details of the work, and the right to prescribe alterations or deviations in the work.

VI. BEST EFFORTS OF EMPLOYEE

Alice Vogel acknowledges that she understands the requirements and obligations to perform the contracted work and agrees she will at all times faithfully, industriously, and at the best of her ability, experience, and talents, perform all contracted work to the express and implicit terms hereof, to the reasonable satisfaction of employer.

VII. LOCATION OF CONTRACTED WORK

All contracted work shall be performed at the Department. Although not required, the Department prefers that all contracted work be performed during business hours of the Department.

VIII. RENEWAL

This agreement may be renewed in the sole discretion of the Department provided that Alice Vogel consents to said renewal under the terms and conditions of the same. The terms and conditions of said renewal will be determined by the Department.

IX. HEADINGS

The headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated after their signature.

LAND CONSERVATION DEPARTMENT

By:

James M. McCaulley
James McCaulley, Director

Dated:

5/24/96

By:

Alice Vogel
Alice Vogel, Independent Contractor

Dated:

5/24/96