

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 21st day of September, 2020 (the "Effective Date"), by and between THE COUNTY OF LOWNDES, GEORGIA (the "County") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

WHEREAS, the County desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the County to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").
2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the County and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.
3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the County and Contractor may have other business interests and may engage in other activities in addition to those relating to the County.
4. Term. The term of this Agreement shall commence on the Effective Date and terminate on September 21, 2021, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall continue for (4) additional one year terms as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.