

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is entered into this second day of June, 2014 by and between Woody's Tire Auto & Towing, LLC (the "Contractor") and the City of Kirksville, Missouri (the "City").

WHEREAS, the City of Kirksville is in need of tire supply and tire service work for the City's Central Garage; and

WHEREAS, the Contractor has agreed to supply tires and perform tire service work for the City;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Contractor's Services.** Contractor shall provide tires to the City and shall provide tire service work to the City as needed and requested by the City's Central Garage.
 - a. All tires shall be either Goodyear or Firestone brand. Contractor shall repair and/or replace all tires larger than 17-inch, including 20.5R25 tires, which are on City-owned vehicles.
 - b. Quantities shown are estimated based upon anticipated usage and wear. The City reserves the right to amend these quantities as necessary and in the best interest of the City. Bidder shall be bound by the unit prices bid regardless of quantity ordered, delivered, installed or serviced.
 - c. Unit prices per tire shall include the disposal fee per tire of old tires being replaced that are delivered to Contractor's shop.
 - d. Unit price for all tires larger than 17-inch shall include mounting tires on rims, balancing, new valve stems with extensions as necessary for 'duals', mounting wheels and tires on vehicles, and disposal of old tires being replaced at the Contractor's shop.
 - e. All work performed within Contractor's shop shall be performed and completed within two hours of delivery of vehicle or wheel for tire service.
2. **Contractor's Tire Pricing.** Contractor agrees to charge all Goodyear tires at unit prices per state of Missouri bid prices as per state contract with Goodyear Tire Company. Contractor's agreement with Goodyear Tire Company is made a part of this Agreement and attached herewith. Tires not manufactured by Goodyear Tire Company shall be supplied at the fair-market value as determined for the region.
3. **City's Estimated Quantities.** City estimates the following sizes and quantities of tires may be purchased during the Agreement period; however, quantities and sizes of tires are subject to change without notice: 11R22.5 (steer) at 10 each; 11R22.5 (drive) at 8 each; 12R22.5 (drive) at 4 each; 14 X 17.5 "Beefy Baby" at 2 each; 15 X 6.00 – 6 at 2 each; 175/80D13 at 2 each; 18.4 – 34 at 2 each; 19.5 – 24 at 2 each; 205/75R15 at 6 each; 20 X 10.00 – 10 at 2 each; 215/70R15 at 2 each; 215/85R16 10-ply at 6 each; 225/60R16 V97 at 20 each; 225/60R18 V97 at 24 each; 225/70R15 at 2 each; 225/70R19.5 10-ply (drive) at 8 each; 235/75R15 at 6 each;

235/80R16 10-ply at 2 each; 245/75R16 10-ply at 4 each; 245/75R17 10-ply at 20 each; 24 X 12.00-12 NHS at 2 each; 26 X 9 X 12 at 2 each; 265/70R17 10-ply at 2 each; 265/70R16 10-ply at 4 each.

4. **Agreement Term.** Upon execution of this Agreement, delivery of tires and performance of services shall commence on June 15, 2014. City and Contractor may extend this Agreement on an annual basis beginning on June 15 of each year, upon mutual agreement and execution of an Extension to this Agreement. Agreement may be terminated at any time with a sixty (60) calendar day written notice to the other party.
5. **Independent Contractor.** Nothing contained herein or any document executed in connection herewith shall be construed to create a joint venture relationship between the City and Contractor.
6. **Insurance.** The Contractor shall carry all employee, personal and automobile liability insurances in accordance with state minimum standards.
7. **Notice.** Any notice or communication permitted or required by the Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:
 - a. Notice to Contractor: Woody's Tire Auto & Towing, LLC
1102 N. Green Street
Kirksville, MO 63501
 - b. Notice to City: City of Kirksville
City Manager
201 S. Franklin Street
Kirksville, MO 63501
8. **Enforceability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
9. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings whether written or oral. No amendment or extension to this Agreement shall be binding unless agreed upon in writing and signed by both parties.
10. **Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Contractor and City and its successors and assigns. Nothing in the Agreement shall be construed to permit the assignment by Contractor of any of its

rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the City.

11. **Governing Law, Severability.** This Agreement shall be governed by the laws of the State of Missouri. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above:

City of Kirksville:

Woody's Tire Auto & Towing, LLC

Mari E Macomber
City Manager

Terry Wood
Owner

Dated: _____

Dated: _____