

Swift County RDA Board Special Meeting
Wednesday, August 26th at 12:00 PM
Zoom/Dial-in
"Providing opportunities for economic and community development in Swift County"

Join Zoom Meeting

<https://us02web.zoom.us/j/84055818167>

Meeting ID: 840 5581 8167

One tap mobile

+13126266799,,84055818167# US (Chicago)

Tentative Agenda

Notes/Follow-Up

Tentative Agenda	Notes/Follow-Up
100 Call to Order	
12:01 200 Agenda Changes 201	
300 Discussion & Decision Items 50 mins	
12:02 301 Hiring Committee# – Volunteers to serve on hiring Committee in Executive Director search	
302 Swift County CARES – Next Steps# – Setting Priorities Swift County Businesses & nonprofit grants	
Pg 2 303 Lehmann Business Services Proposal* – agreement For grant processing/due diligence	
304 Office Desk – Future workspace# – The County may wish change the RDA workspace accommodations – brief discussion on RDA assets and what should happen to those.	
12:50 400 Adjournment – estimated time 12:55 PM	

Key: *=enclosure # =handout or presentation



Independent Contractors Agreement

This agreement made this ____ day of August, 2020 in the State of Minnesota by and between **Swift County/Swift County RDA** (hereinafter referred to as the “Owner”) and Pamela G. Lehmann d/b/a **Lehmann Business Services** at 1391 325th Avenue Boyd, MN 56218.

WHEREAS, **Lehmann Business Services** desires to contract with the Owner to perform the Work described herein on the terms and conditions herein set forth and the Owner desires to have said work performed by **Lehmann Business Services** on the terms and conditions set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. **Lehmann Business Services** shall perform the services necessary to assist with monitoring, validating and completing due diligence on Swift County CARES Program applications for small businesses (the “Work”). Said Work shall be completed after final disbursement of all Swift County CARES Program funds. Workman’s Compensation Insurance, if any, in conjunction with the “Work”, for the benefit of **Lehmann Business Services**, its agents and employees shall be purchased by **Lehmann Business Services** at its own expense. **Lehmann Business Services** and its employees, if any, shall not receive any benefits that the Owner provides or may provide for the Owner’s employees.
2. The Work shall be performed and completed in a workmanship-like manner invoiced at a rate of \$50.00/hour in fifteen-minute increments plus expenses. Anticipated expenses would include office supplies/postage for mailing documents to business applicants and travel expenses for in-person meetings, including mileage at the current IRS Mileage Rate. This contract will be payable in full upon completion of the full project with a formally submitted invoice to the Owner from **Lehmann Business Services**. Any alteration or deviation from the described Work above involving extra costs shall be executed only upon the written orders of the Owner.
3. The parties hereto expressly intend and agree that this Agreement establishes an independent contractor relationship between them and that no employer/employee or master/servant relationship shall be created between the parties. The Owner shall have no control and shall have no right of control over **Lehmann Business Services’** performance of the Work contemplated by this agreement. The Owner is interested only in the results to be achieved and the conduct and control of the Work shall lie solely with **Lehmann Business Services**.
4. **Lehmann Business Services** shall indemnify, hold harmless, and defend the Owner from and against any and all losses, claims, damages, liabilities, costs, attorney’s fees and other expenses of every nature whatsoever incurred by or asserted against the Owner by

Lehmann Business Services, its agents or employees or any third persons due to personal injury or property damage arising out of **Lehmann Business Services** performance of the Work contemplated by this agreement.

5. **Lehmann Business Services** hereby represents to the Owner that Pamela G. Lehmann d/ b/a **Lehmann Business Services**' Social Security Number isXXX-XX-XXX The Owner agrees to protect this information and maintain the confidentiality and security of this tax identification number at all costs.
6. This Agreement constitutes the entire agreement between the parties and all prior or contemporaneous agreements, understandings and representations are superseded hereby and merged therein. The invalidity of any provisions hereof shall not affect the provisions hereof, and the Agreement shall be construed in all respects as if such invalid provisions were omitted.
7. **Lehmann Business Services** agrees to abide by all federal, state and local laws, ordinances and regulations of the State of Minnesota.

Pamela G. Lehmann d/b/a **Lehmann Business Services**

Date

Authorized Signature of Swift County/Swift County RDA

Date