

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

**INDEPENDENT CONTRACTOR
AGREEMENT BETWEEN
GLEAMNS HUMAN RESOURCES
COMMISSION, INC AND VENDOR**

This Independent Contractor Agreement (hereinafter "Agreement") is made and entered into this ___ day of _____, 2019, between GLEAMNS Human Resources Commission, Incorporated (hereinafter "GLEAMNS") and Vendor (hereinafter "Vendor's") (hereinafter collectively the "Parties").

WHEREAS, GLEAMNS desires ground maintenance to seventeen (17) of its locations from Vendor's for the improvement of the appearance of these locations (hereinafter "Locations") (See list below); and

WHEREAS, GLEAMNS and Vendor's believe that a written agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their respective duties and responsibilities under this Agreement;

NOW THEREFORE, GLEAMNS and Vendor's, for the consideration herein specified, agree as follows:

1. SERVICES TO BE RENDERED. GLEAMNS desires and Vendor's agrees to provide grounds maintenance in accordance with the attachment to this Agreement, entitled "Scope of Services – Attachment to Agreement between GLEAMNS Human Resources Commission, Inc. and Vendor D/B/A Vendor's". Services by Vendor's are to be rendered to the satisfaction of each location's representative, center coordinator, or his/her designee.

2. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that Vendor's is an independent contractor and is not, nor are any persons employed by Vendor's, an employee, agent, partner or representative of GLEAMNS, and Vendor's will not hold itself or any employees or independent contractors engaged in business with Vendor's out to the public or any other person or entity as an employee, agent, partner or representative of GLEAMNS.

Vendor's will carry its own workers' compensation insurance, if applicable, as well as its own liability insurance (including malpractice insurance, if warranted) relative to any services performed by Vendor's in fulfillment of the terms of this Agreement. Vendor's will adhere to and be responsible for all safety rules and regulations including, but not limited to, regulations of the Occupational Safety and Health Administration (OSHA) in fulfillment of the terms of this Agreement.

Vendor's will maintain current certification for pesticide license, Category 3, during this Agreement.

3. PAYMENT. GLEAMNS shall pay Vendor's the sum of (See attached schedule) per service visit as full compensation for all services rendered under this Agreement, pending approval of services as indicated on Evaluation Form, which must be approved by location's representative, center coordinator, or his/her designee. Said payments shall be provided to Vendor's, either via hand-delivery, at Brewer, to Vendor, or mailed to Vendor, via USPS, on a bi-weekly or monthly basis, based on Vendor's preference, with the first payment being made payable during or after February, 2019. Vendor's will submit an invoice after each service visit, or at the end of each month, if Vendor's so chooses. Evaluation Forms will be submitted from each location. Invoices shall be mailed to GLEAMNS' Accounts Payable Department at the following address:

GLEAMNS Human Resources Commission, Inc
ATTN: Accounts Payable Dept
PO Box 1326
Greenwood, SC 29648-1326

Or Vendor's can email invoice to Phyllis Gardner @ pgardner@gleamnshrc.org or to Roxie Dilleshaw @ rdilleshaw@gleamnshrc.org (will depend on first alphabet of Vendor's business name).

Costs (See Contract Cost schedule below) must remain in effect until December 31, 2019. Thereafter, cost will only be adjusted if approved by Agency's CEO or his/her designee(s). If and when costs are approved to be adjusted, they can only be adjusted at the beginning of the annually renewed period (January 1st), and must remain valid until the end of the twelve (12) month period (December 31st).

4. CONFIDENTIALITY AND NON-DISCLOSURE. While performing services under paragraph one (1) of this Agreement, Vendor's may hear, see or otherwise become knowledgeable of non-public, confidential information relating to, among other things, the operations of GLEAMNS. Vendor's agrees not to disclose to any other person, firm or corporation, nor use for its personal benefit during or after the term of this Agreement, any information relating to GLEAMNS and/or its clients and/or employees.

5. TERM and TERMINATION. This Agreement shall commence on the 1st day of February, 2019, and shall terminate on December 31, 2019. The Agreement shall automatically renew, annually, on the same terms, unless and until terminated by either party. During the initial term, or during any subsequent renewal term, either party may terminate this Agreement upon thirty (30) days written notice to the other party. Written notice shall be provided via hand-delivery to the attention of the persons denoted below, or by mailing a copy of the notice to the following:

GLEAMNS Human Resources Commission, Inc.
ATTN: Shunna T Vance, CCAP, CEO
PO Box 1326
Greenwood, SC 29648-1326

Notice shall be effective upon mailing.

6. SAVINGS CLAUSE. If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or South Carolina law, the remainder of the Agreement not affected by such ruling shall remain in force.

7. NO AUTHORITY TO BIND GLEAMNS. Vendor's agrees that it has no authority to enter into contracts or agreements on behalf of GLEAMNS. This Agreement does not create an employer-employee or a partnership relationship between the Parties. Vendor's for all purposes of this Agreement is an independent contractor.

8. MISCELLANEOUS PROVISIONS. GLEAMNS is not liable for any of Vendor's acts while performing any services under this Agreement. Vendor's agrees to indemnify and hold harmless GLEAMNS, its successors and assigns, from and against any and all loss, damage, cost, or expense, including legal fees, by reason of Vendor's, Vendor's employees', or agents' performance of any obligations under this Agreement. Specifically, Vendor's shall make no claim against GLEAMNS for any damage or loss suffered as a result of or in connection with Vendor's fulfillment of Vendor's obligations under this Agreement. This Agreement is solely between GLEAMNS and Vendor's and cannot be assigned. This Agreement constitutes the entire agreement between GLEAMNS and Vendor's. This Agreement shall be governed by, and enforced in accordance with the laws of South Carolina. The headings in this Agreement are to make it easier to read and should not be considered when interpreting various provisions of this Agreement. This Agreement shall be binding upon the parties, their respective agents, employees, successors, heirs and assigns.

IN WITNESS WHEREOF, we the Parties agree.

GLEAMNS Human Resources Commission, Inc.

Vendor's business
Independent Contractor

By: _____ / / 2019
Shunna T Vance, CCAP, CEO

By: _____ / / 2019
Vendor, Owner

**Scope of Services – Attachment To Agreement Between GLEAMNS Human Resources Commission, Inc. And
Vendor D/B/A Vendor's**

Agency has seventeen (17) locations that have grounds that must be maintained on a scheduled basis. Locations and contact information are as follows:

LOCATION/CONTACT LIST

ABBEVILLE COUNTY

ABBEVILLE HEAD START CENTER
706 Carolina Circle (intersecting S Main St)
Abbeville SC 29620
Telephone Number 864.459.5275
Contact Person: Amy Glover, Center Coordinator

EDGEFIELD COUNTY

EDGEFIELD HEAD START CENTER
141 SE Diggs Rd
Trenton SC 29847
Telephone Number 803.275.4060
Contact Person: Kimberly Glover, Interim Center Coordinator

GREENWOOD COUNTY

BREWER ANNEX
301 N Hospital St
Greenwood SC 29646
Telephone Number 864.229.8829
Contact Person: Marcella Kennedy, CSBG/LIHEAP Director

BREWER CENTER & GLEAMNS Dr. Benjamin E Mays Historical Site
237 N Hospital St.
Greenwood SC 29646
Telephone Number 864.229.8806

Contact Person: Charles Vaughn, Purchasing Manager

BREWER COMMUNITY COMPLEX
927 E Cambridge Ave
Greenwood SC 29646
Telephone Number 864.229.8831
Contact Person: Ursula McFaddin, SC Works Operations Manager

LOCATION/CONTACT LIST – CONT'D

GREENWOOD COUNTY – CONT'D

GREENWOOD HEAD START CENTER

1401 25 By-Pass SE (intersecting Sweetwater Rd)

Greenwood, SC 29646

Telephone Number 864.223.9748

Contact Person: Wenona Wells, Interim Center Coordinator

NORTH HODGES HEAD START CENTER

212 N Hodges School Rd

Hodges SC 29653

Telephone Number 864.374.7404

Contact Person: Vivian Henry, Center Coordinator

LAURENS COUNTY

SANDERS HEAD START CENTER

125 Gleamns St

Suite A

Laurens, SC 29360

Telephone Number 864.984.4814

Contact Person: Oreyale Humphrey, Center Coordinator

LEXINGTON COUNTY

BATESBURG/LEESVILLE HEAD START CENTER

118 Pinewood Dr

Batesburg SC 29006

Telephone Number 803.532.4039

Contact Person: Isabel Salley, Center Coordinator

LEXINGTON HEAD START CENTER

134 Gibson Ct

Lexington SC 29072

Telephone Number (803) 951-3215

Contact Person: Patricia Sease, Center Coordinator

PLATT SPRINGS HEAD START CENTER

1309 Platt Springs Rd

West Columbia SC 29169

Telephone Number 803.794.9707

Contact Person: Daphne Suber, Center Coordinator

LOCATION/CONTACT LIST – CONT'D

McCORMICK COUNTY

McCORMICK HEAD START CENTER
615 Clayton St (Intersecting Hwy 221)
McCormick SC 29835
Telephone Number 864.852.6010
Contact Person: Pamela Turman, Center Coordinator

NEWBERRY COUNTY

RIKARD HEAD START CENTER
215 Rikard School Rd
Prosperity SC 29127
Telephone Number 803.364.0406
Contact Person: Mr. Lynn Williams, Center Coordinator

RICHLAND COUNTY

BLYTHEWOOD HEAD START CENTER
125-A Boney Rd
Blythewood SC 29016
Telephone Number 803.754.9666
Contact Person: Tunisiann Howard, Center Coordinator

PINEVIEW HEAD START CENTER
1916 Pineview Dr
Columbia SC 29209
Telephone Number 803.695.1311
Contact Person: Brenda Coleman, Center Coordinator

ST. ANDREWS HEAD START CENTER
1400 St Andrews Rd
Columbia SC 29210
Telephone Number 803.750.0053
Contact Person: Legolia Lee, Center Coordinator

SALUDA COUNTY

SALUDA HEAD START CENTER
117 S Bouknight Ferry Rd
Saluda SC 29138
Telephone Number 864.445.9009
Contact Person: Cynthia Howard, Center Coordinator

SPECIFICATIONS

A. Lawns

1. Mow and trim all grass areas including overflow ponds. Grass type and season of year will determine mowing height. Remove clippings when grass has been cut tall.
2. Edge all sidewalks, driveways, and curbs at each visit. After edging, there will be a distinct visible line between grass and concrete. Grass and weed killers will not be applied to grass areas to eliminate edging.
3. Treat all lawn areas, including playground, for fire ants as needed.

B. Shrubbery and Trees

1. Shrubbery will be trimmed throughout the year as necessary and pruned at the appropriate time of the year. Any excessive growth shall be trimmed so as not to project into driveways, sidewalks or turf areas. Shrubbery will be trimmed evenly to appear manicured. Rake clippings and remove them after each pruning. Trim low-hanging limbs from trees especially in playground areas for safety of children.
2. Add pine straw around shrubbery at least two times per year.

C. Weed Control

1. Apply an "EPA" approved herbicide or pre-emergent to control weeds in shrubbery beds, natural areas, cracks in concrete, wood and rubber mulch on playground, around fences, etc. All areas outside fencing, especially around playgrounds, should be maintained and kept low at least 4-5 feet out from fence line. Weeds and vines must not be allowed to overtake fencing.

D. Clean-up

1. Police all grounds on each visit.
2. Paper, trash and debris must be removed from all areas, especially grass areas, before mowing, for a clean appearance.
3. Blow all sidewalks, parking lots, driveways and roadways to remove grass clippings and other debris after each mowing.
4. During fall and winter months leaves will be bagged, if necessary, to be removed from premises.

E. Frequency of Maintenance

1. Bi-weekly – April through November
2. Monthly – January through March
3. No service month of December
4. If additional cuttings and/or services are needed, additional costs will be negotiated and must be approved in advance

F. Equipment/Supplies

1. The Vendor(s) will provide all necessary equipment and supplies, including but not limited to, pine straw, weed control, fire ant killer, etc.

G. Performance of Duties

1. All grounds maintenance will be performed when children are not present, for example, on playground.
2. The Vendor(s) will leave an evaluation form, which Agency will provide, at the center after each visit, for the center coordinator, or his/her designee, to evaluate the service (no services will be paid without the approval of the center coordinator or his/her designee).

CONTRACT COSTS

Location	January – March	April - November
Abbeville County		
Abbeville Head Start Center	_____	_____
Edgefield County		
Edgefield Head Start Center	_____	_____
Greenwood County		
Brewer Annex	_____	_____
Brewer Center	_____	_____
Brewer Community Complex	_____	_____
Greenwood Head Start Center	_____	_____
North Hodges Head Start Center	_____	_____
Laurens County		
Sanders Head Start Center	_____	_____
Lexington County		
Batesburg/Leesville Head Start Center	_____	_____
Lexington Head Start Center	_____	_____
Platt Springs Head Start Center	_____	_____
McCormick County		
McCormick Head Start Center	_____	_____
Newberry County		
Rikard Head Start Center	_____	_____
Richland County		
Blythewood Head Start Center	_____	_____
Pineview Head Start Center	_____	_____
St. Andrews Head Start Center	_____	_____
Saluda County		
Saluda Head Start Center	_____	_____

*****Note – no service month of December unless prior approval is received*****

