

## ***INDEPENDENT CONTRACTOR AGREEMENT***

***THIS AGREEMENT*** is made this 27<sup>th</sup> day of October by and between Pueblo Conservancy District (PCD) and Cynthia Ramu, hereinafter (Ramu).

***WHEREAS***, PCD desires to contract with Ramu as an independent contractor, and

***WHEREAS***, Colorado Revised Statutes Section 8-40-202 provides parties may prove that the relationship between the two of them is not that of employer/employee for the purposes of the Workers' Compensation Act of Colorado but is that of an independent contractor relationship by written document,

***NOW THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:***

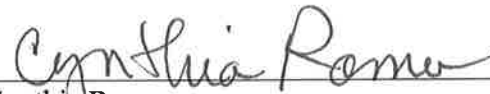
1. PCD does not require Ramu to work exclusively for PCD.
2. Ramu will assume the title of Art's Coordinator for PCD and shall be responsible for participating in meetings of the Art Committee of PCD, promoting and coordinating the art on the Pueblo Levee, dealing with artists, paint suppliers, media, sponsors, fund raising and efforts to keep the Pueblo Levee in the media spotlight. Ramu shall be exclusively responsible to establish a quality standard for her work. PCD shall not oversee the actual work or instruct Ramu as to how the work will be performed. Ramu will provide to the Board of PCD monthly a listing of her activities and time spent on behalf of PCD pursuant to this Agreement. Ramu will be responsible report only to the President of PCD.
3. PCD shall pay \$1,500.00 .00 per month for work being performed by Ramu. No salary or hourly rate will be paid by PCD to Ramu.
4. Either Party may terminate this Agreement with or without cause on thirty days written notice to the other party.
5. Ramu acknowledges she neither requires nor has received any training from PCD.
6. PCD will not provide any supplies, tools or benefits of any kind to Ramu. Ramu will provide all of her own tools, supplies and materials necessary to do her work pursuant to this Agreement.
7. PCD will not dictate the time of performance by Ramu excepting, however, Ramu will complete the work according to a mutually established schedule.

8. Any payment made by PCD to Ramu will be delivered to or by checks payable to Ramu within thirty days after the work is performed.
9. PCD will not combine its business operations in any way with the business operations of Ramu. Each of the parties' separate business operations will be maintained separate and distinct.
10. This Agreement is binding upon the parties, their heirs, personal representatives, successors, and assigns. This Agreement is personal to Ramu and may not be assignable by her.
111. **RAMU AS AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. RAMU AS AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES.**

The Pueblo Conservancy District,

By: 

Corinne Koehler, President

  
Cynthia Ramu