

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is made and entered into this 18<sup>th</sup> day of March, 2021, by and between the CITY OF DELTONA, a Florida municipal corporation (hereinafter referred to as "City", with its principle place of business at 2345 Providence Boulevard, Deltona, Florida, 32725 and David Winterrose, an individual (hereinafter referred to as "Independent Contractor), whose address is 212 N. Boundary Ave., Deland, FL 32720.

**WHEREAS**, the City desires to hire an Independent Contractor to provide Economic Development Specialist services in accordance with Bid #21004 at City Hall; and

**NOW, THEREFORE**, the parties in consideration of the mutual covenants, terms, and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which are hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of this agreement as follows:

1. Independent Contractor shall be responsible for providing services as determined by the Economic Development Manager or designee (hereinafter referred to as the "Manager").
2. Agreement shall be at an hourly rate for up to 40 hours per week for 52 weeks per year on a contractual basis for an initial term of up to three years, renewable annually upon mutual agreement of both parties.
3. Independent Contractor shall comply with all requests for documentation and submission of reports, vouchers, documents, or forms as requested by the Economic Development Manager.
4. Independent Contractor shall notify the Manager immediately of any accident, injury, illness, or incident occurring during activities or occurring on any City owned or leased property. Independent Contractor shall provide Manager with necessary information to complete a City Accident/Incident Report Form for each incident or injury.
5. Independent Contractor understands and agrees that he/she is an Independent Contractor and not a City employee and is not entitled to any City benefits, insurances, or compensation other than as provided in this agreement.
6. City shall compensate Independent Contractor at an hourly rate of \$31.25/hour for up to 40 hours per week. All compensation shall be paid by the City on a bi-weekly basis upon receipt of the required detailed invoice showing work provided and signed off and agreed to by the Economic Development Manager. Rates shall remain the same for the initial term of three years and may or may not be adjusted up or down thereafter upon agreement of both parties.

7. Independent Contractor shall be required to comply with all Federal, State, and local laws, rules, ordinances, regulations, polices, and procedures including, but not limited to, the payment of all taxes.
8. Independent Contractor shall save and hold the City harmless for any loss or injury to him/her resulting from providing services during the activities or due to the actions of the participants.
9. Manager will provide Independent Contractor with a written schedule of all dates and times of hours to be worked which Independent Contractor shall be required to work.
10. Independent Contractor shall inform Manager of any absence prior to the regularly scheduled work schedule.
11. Independent Contractor agrees to abide by all rules, regulations, policies, and procedures of the City governing the activities.
12. At no time shall the Independence Contractor drive a City vehicle.
13. Independent Contractor agrees to, and will at all times, protect, defend, indemnify, save and hold harmless the City from any and all liability, claims, demands, disputes, damages, costs, attorney's fees, and expenses (including prior to trial, through trial, and to and on appeal), incurred by the City as a result, directly or indirectly, of any injury to or actions by the Independent Contractor.
14. Insurance - **WORKERS' COMPENSATION INSURANCE**. Independent Contractor shall purchase and maintain workers' compensation insurance or have an exemption as required by Florida law and present proof of said insurance to City.
15. Independent Contractor shall have minimum liability insurance limits of \$100,000 Per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or completed Operations, and a Contractual Liability Endorsement.
16. Independent Contractor shall provide an endorsement to the liability insurance naming the City of Deltona as additional insured.
17. Independent Contractor shall provide proof of automobile insurance.

18. Failure of Independent Contractor to comply with any section of this Agreement shall render this Agreement null and void.
19. In the event any litigation or controversy arises out of or in connection with this agreement between the parties hereto, the City shall be entitled to recover all reasonable attorney fees from the Independent Contractor.
20. In the event a dispute arises as a result of the implementation of this Agreement, or misunderstanding of its terms, both parties agree to resolve the conflict or disagreement by mediation. Both parties further agree that Volusia County Courts shall have jurisdiction over all disputes related to this agreement.
21. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Independent Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof, with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
22. Any previously existing oral or written agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein.
23. Either party may terminate this Agreement at any time without cause upon written notice thereof.
24. This Agreement may not be assigned or transferred in any manner by the Independent Official and any such assignment is expressly prohibited. Any attempt to assign this agreement shall render this agreement null and void.
25. All projects assigned to the Independent Contractor will be reviewed by a City designee once completed, to determine if the work is acceptable as delivered or will need revisions.
26. Public Records. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
  - (b) Upon request of the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt from the public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.
- (e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 878-8100, [jraftery@deltonafl.gov](mailto:jraftery@deltonafl.gov), 2345 Providence Blvd., Deltona, Florida 32725.**

**(Remainder of page intentionally left blank)**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

WITNESS:

  


INDEPENDENT CONTRACTOR:

  
03.18.2021  
Date

ATTEST:

CITY OF DELTONA

\_\_\_\_\_  
JOYCE RAFTERY  
City Clerk

\_\_\_\_\_  
JOHN PETERS  
Interim City Manager

\_\_\_\_\_  
Date

Approved as to Form and Legality:

\_\_\_\_\_  
MARSHA SEGAL-GEORGE  
Assistant City Attorney