

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 3rd day of November, 2015, by and between the CITY OF FORT PIERCE, FLORIDA, (the CITY), a Florida municipal corporation, and Eric Diaz (the CONTRACTOR), with an effective date of November 3, 2015.

WITNESSETH:

WHEREAS, the CONTRACTOR is qualified and experienced as a Police Administrator and has knowledge for such position; and

WHEREAS, the CITY is in need of an experienced Police Administrator to perform related duties for the Police Department; and

WHEREAS, the CONTRACTOR has agreed to provide certain consulting services to the CITY through its Police Department for a limited period of time to assist in providing services and performing the duties of a Police Administrator; and

WHEREAS, the CONTRACTOR has agreed to furnish these services to the CITY as an independent contractor for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

- 1. CONTRACTOR SERVICES:** During the one (1) year period from November 3, 2015 through and including November 2, 2016, the CONTRACTOR will provide the specified services to the Police Department and perform related duties for the City of Fort Pierce on an as needed basis, such training and duties to consist of approximately eight (8) hours per day, up to a maximum of two thousand and eighty (2080) hours over the one (1) year period. All of such services should be provided at Police Department or at such a location selected by the CONTRACTOR, as approved by the City Manager, in conjunction with certain projects and assignments. The CITY shall, at all times, in its sole discretion, determine the total number of hours needed from CONTRACTOR on a weekly basis.
- 2. COMPENSATION:** As compensation for services to be rendered by CONTRACTOR, CITY will pay CONTRACTOR thirty-five dollars and twenty-nine cents (\$35.29) per hour, up to a maximum of two thousand and eighty (2080) hours. Total compensation to be paid to CONTRACTOR under this Agreement over the one (1) year period shall not exceed two thousand and eighty (2080) hours. It shall be the responsibility of the CONTRACTOR to provide the CITY with invoices for the payment of services under this Agreement and to further maintain copies of the invoices and records of payment. CONTRACTOR will provide the CITY with a bill for services every Friday.
- 3. INDEPENDENT CONTRACTOR STATUS:** It is understood and agreed that CONTRACTOR is an independent contractor and is not an employee, agent, or representative of

CITY. This Agreement does not restrict the CONTRACTORS ability to perform the same or similar services for other clients, and CONTRACTOR is free to contract with any other person, firm, or agency for such services. As such, CONTRACTOR is responsible, where necessary, to secure, at his sole cost, Workers' Compensation insurance, disability benefits insurance, and any other insurance(s) as may be required or desired. CITY will not provide, nor will it be responsible to pay for, benefits for the CONTRACTOR, including, but not limited to, health insurance, paid vacation, paid holidays or sick leave. CONTRACTOR shall further be responsible for the payment of all required payroll taxes, whether Federal, State or local in nature, including, but not limited to, income taxes, Social Security taxes, or other payments required by law. CONTRACTOR shall not be subject to the benefits or provisions of any personnel handbook or the rules and regulations applicable to employees of the CITY. CONTRACTOR shall provide his own transportation, and not utilize CITY vehicles on work assignments. By signing this Agreement, the CONTRACTOR specifically acknowledges that this Agreement sets forth the entire compensation arrangement between the parties, and that the CONTRACTOR shall not be entitled to any benefits, including but not limited to health insurance, vacation pay, sick pay, ERISA and non-ERISA plans, and any other benefits that may currently or in the future be provided to all or some of the CITY employees. In addition, CONTRACTOR specifically acknowledges and agrees that in the event any court or agency were to consider CONTRACTOR as an employee by law, the CONTRACTOR knowingly and voluntarily agrees that the CONTRACTOR would not be entitled any rights or benefits provided to employees, such as benefits to include all of the foregoing benefits stated herein. CONTRACTOR acknowledges and agrees that CONTRACTOR will not at any time or in any manner be entitled to Worker's Compensation insurance or disability benefits of any type or nature. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR is responsible for any injuries to himself or herself or damages caused by himself or herself. CONTRACTOR shall further secure and be solely responsible to pay for his or her own Worker's Compensation insurance, if applicable, and may also be required to provide proof of sufficient insurance to the CITY to cover any potential claims upon request.

3. WORK PRODUCT OWNERSHIP: Any copyrightable works, ideas, discoveries, inventions, patents, products or other information (collectively the Work Product) developed in whole or in part by CONTRACTOR in connection with the Services shall be the exclusive property of the CITY. Upon request, CONTRACTOR shall sign all documents necessary to confirm or perfect the exclusive ownership of CITY to the Work Product.

4. CONFIDENTIALITY: CONTRACTOR will not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, or divulge, disclose, or communicate in any manner any information that is proprietary of the CITY.

5. TERMINATION OF AGREEMENT: his Agreement may be terminated at will by the CITY upon seven (7) days written notice or the CONTRACTOR upon thirty (30) days notice.

6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the parties and there are no other promises or conditions in any other

6. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and understanding between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement further supersedes all prior agreements whether oral or understandings.

7. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. **GOVERNING LAW:** This Agreement shall be subject to and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CONTRACTOR:

Eric Diaz

Witness

Frank J. Amandro

Witness

Rosetta Smith

CITY OF FORT PIERCE

By: _____
Robert J. Bradshaw, City Manager

Diane Hopley-Burney, Chief of Police

Johnna Morris, Director of Finance

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Robert V. Schwerer; City Attorney