

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made between Fort Pierce Utilities Authority (FPUA), and Timothy E. Perkins of 7683 Charleston Way, Port Saint Lucie, Florida 34986, hereinafter referred to as Contractor.

WITNESSED,

WHEREAS, the Contractor has substantial experience in the water and wastewater management field and meets all essential minimum qualifications for the position and possesses all the essential knowledge, skills and abilities to perform the duties of a Water/Wastewater Manager Contractor; and

WHEREAS, the Contractor has agreed to provide certain consulting services to FPUA for a limited period of time to assist in the management of its Water and Wastewater Utility System, including Operation and Maintenance, Facility Construction, Development of Capital Improvement Plan, Development of System Rehabilitation and Replacement Plan, Capital and O&M Budget Preparation, System Planning, Business Plan Development, Engineering Services and Regulatory Compliance for the Water and Wastewater Treatment Facilities, Water Transmission and Distribution System, and Wastewater Collection System; and

WHEREAS, the Contractor has agreed to furnish these consulting services to FPUA 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.** The Contractor will provide consulting services to FPUA to assist in the Operation and Maintenance, Facility Construction, and General Management of the Water and Wastewater System, including the following essential functions:

- a. Responsible for oversight and review of overall Operation and Maintenance of the Water and Wastewater System;
- b. Responsible for managing and directing personnel involved in the Operation, Maintenance, Engineering, Planning, and Troubleshooting of Water and Wastewater System;
- c. Responsible for managing the Water and Wastewater System Regulatory Compliance Program including permitting, microbiological monitoring program, water and

wastewater sampling and analysis in compliance with operating permits and state and federal regulations, compliance reporting, industrial pretreatment program and reporting of operational data;

d. Responsible for the preparation and administration of annual O&M and Capital Budgets, including preparation of the Five Year Capital Improvement Plan for the Water and Wastewater System and the Water Wastewater Business Plan;

e. Responsible for the training of utility personnel to prepare them for assuming the tasks and responsibilities of the FPUA Water Wastewater System Director and of the Superintendents and Supervising Engineer reporting to the Director.

The Contractor estimates that the above duties will be completed within two years of the effective date of this agreement. The Contractor will work at the Water Treatment Plant offices located at 715 South 25th Street, Fort Pierce, Florida and other FPUA sites as necessary to complete the work.

2. Compensation.

a. Contractor shall be paid by FPUA in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received;

b. An amount not to exceed \$175,000.00 (one hundred seventy-five thousand dollars and no cents) annually for the term of the Agreement, based on 260 (two hundred sixty) work days per year including 11 (eleven) paid holidays, payable in bi-weekly payments of \$6,730.77 (six thousand seven hundred thirty and seventy seven cents) less adjustments for Contractor days not worked during the bi-weekly period. Time not worked will be deducted in daily increments;

c. The Contractor will be available to attend work related meetings and conferences outside of normal business hours, the cost of which are included in the annual amount stated above;

d. Actual expenses directly related to any travel and or training specifically requested and approved in advance by FPUA will be invoiced by the Contractor at FPUA's established rates for travel and training.

3. Independent Contractor Status. It is understood that the Contractor is an independent contractor and is not an employee, agent or representative of FPUA.

a. As such, Contractor shall be responsible for payment of all required payroll taxes, including but not limited to, income taxes, Social Security taxes, and other tax payments required by law. Contractor shall not be entitled to any benefits paid to employees of FPUA;

nor shall the rules and regulations applicable to employees of FPUA be applicable to the Contractor. Contractor shall provide his own transportation.

b. Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services agreed to for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Agreement, during the performance of this Agreement, shall be at the sole risk of Contractor.

4. **Insurance.** Contractor shall, at his own expense, procure and maintain throughout the term of the Agreement, the following minimum requirements set forth below. All requirements of this section shall be approved by FPUA. Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the following minimum requirements for Workers' Compensation/Employers' Liability:

Part One - There shall be no maximum limit, other than as limited by the applicable statute.

Part Two - \$100,000 Each Accident; \$500,000 Disease - Policy Limit; \$100,000 Disease - Each Employee.

Contractor's insurance provided pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by FPUA or FPUA's board members, officials, officers or employees.

Certificates of Insurance must be completed as follows:

Certificate Holder

Director of Financial Services
Fort Pierce Utilities Authority
PO Box 3191
Fort Pierce FL 34948-3191

5. **Term.** This Agreement shall commence on August 15, 2016 or upon approval by the Retirement Board of the City of Fort Pierce Retirement and Benefit System, whichever is later, and end two (2) years thereafter. This Agreement will remain in effect in the event of a natural disaster.

6. **Confidentiality.** Contractor shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose or communicate in any manner any information that is proprietary to FPUA.

7. **Termination of Agreement.** The Contractor may be terminated by FPUA for cause at any time without notice. This Agreement may be terminated at will by either party, without cause, upon 60 (sixty) days written notice.

8. **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 either oral or written. This Agreement further supersedes all prior agreements between the parties whether oral or written. By signing this Agreement, the Contractor specifically acknowledges that this Agreement sets forth the entire compensation arrangement between the parties, and that, except as otherwise provided herein, the Contractor shall not be entitled to any benefits that may be currently or in the future provided to all or some of FPUA's employees. In addition, the Contractor specifically acknowledges and agrees that in the event any court or agency were to consider the Contractor as an employee by law, the Contractor knowingly and voluntarily agrees that the Contractor would not be entitled to any rights or benefits provided to FPUA employees.

9. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions 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 any such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

10. **Indemnification.** Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Agreement.

11. **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.

Signed, sealed, and delivered in the presence of:

TIMOTHY E. PERKINS

BY: _____
Timothy E. Perkins

**STATE OF FLORIDA
COUNTY OF ST LUCIE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Timothy E. Perkins.

He is personally know to me or has produced _____ as identification.

Notary Public
My commission expires: _____

ATTEST:

Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____
Fort Pierce Utilities Authority Attorney