

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is made this 4th day of September, 2018, by and between the CITY OF FORT PIERCE, FLORIDA, (the "CITY"), a Florida municipal corporation, and BENJAMIN BRYAN, JR. (the "CONTRACTOR"), with an effective date of August 27, 2018.

### WITNESETH:

**WHEREAS**, the CONTRACTOR is qualified and experienced to perform the duties of City Attorney on an interim basis and has the required knowledge to serve in such position; and

**WHEREAS**, the CITY is in need of an Interim City Attorney to perform related duties for the City of Fort Pierce; and

**WHEREAS**, the CONTRACTOR has agreed to provide legal services to the CITY for an interim period of time while the CITY conducts a search for a permanent City Attorney; 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 a ninety (90) day period, from August 27, 2018 through and including November 25, 2018, the CONTRACTOR will provide legal services to the City of Fort Pierce, for a minimum of thirty (30) hours per week. These services will include representing the City Commission at City Commission meetings during the term of this agreement and managing the City Attorney's office. All of such services should be provided at City Hall in the City Attorney's Office. This agreement may be extended if necessary upon written agreement of both parties.
2. **COMPENSATION:** As compensation for services to be rendered by CONTRACTOR, CITY will pay CONTRACTOR fourteen thousand dollars (\$14,000.00) per month, to be paid on or around the 27<sup>th</sup> day of each month.
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 CONTRACTOR'S 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, legal malpractice insurance, 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.

4. **CONFIDENTIALITY AND ETHICS LAWS:** 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. CONTRACTOR will comply with State ethics laws that pertain to attorneys representing local government.

5. **TERMINATION OF AGREEMENT:** This Agreement may be terminated at will by the CITY upon seven (7) days written notice or the CONTRACTOR upon thirty (30) days notice agreement whether oral or written. No severance payment shall be due upon termination. This Agreement further supersedes all prior agreements whether oral or understandings.

6. **NOTICES:** All notices required to be served upon the CITY or CONTRACTOR shall be served by hand delivery or first class mail to the following:

CITY:

City of Fort Pierce  
c/o Nicholas Mimms, City Manager  
100 North US Highway 1  
Fort Pierce, FL 34950

CONTRACTOR:

Benjamin Bryan, Jr.  
3636 N Milton Road  
Fort Pierce, FL 34946

7. **PUBLIC RECORDS:** In accordance with F.S. 119.0701 (2)(b), the CONTRACTOR shall comply with public records laws, to include the following:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

3. 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 public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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 LINDA W. COX, CITY CLERK, 772.467.3065, [LCOX@CITY-FTPIERCE.COM](mailto:LCOX@CITY-FTPIERCE.COM), 100 N U.S. HIGHWAY 1, FORT PIERCE, FL 34950.**

8. **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.

9. **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.

CITY OF FORT PIERCE, FLORIDA

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

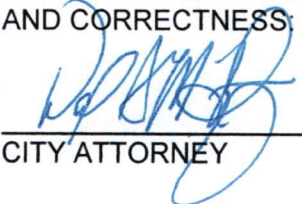
LINDA W. COX, CITY CLERK

(CITY SEAL)

CONTRACTOR

Ben 2 Bryan Jr  
BENJAMIN BRYAN, JR.

APPROVED AS TO FORM  
AND CORRECTNESS:

*Acting*  
 8/24/18  
CITY ATTORNEY