

**TEMPORARY INDEPENDENT CONTRACTOR
AGREEMENT FOR HUMAN RESOURCES DIRECTOR**

This Agreement is entered into this **18th day of April 2023** by and between the City of Key West, Florida, a Florida municipal corporation with offices at 1300 White Street, Key West, Florida 33040 (“City”) and **Samantha Farist**, (“Contractor” or “**Farist**”).

WHEREAS, City is in the process of securing a permanent **Human Resource Services** Director for the City of Key West; and

WHEREAS, the City requires a temporary solution to perform the above referenced services; and

WHEREAS, **Farist** has agreed to perform such services as an “at will” independent contractor of the City.

NOW THEREFORE, the parties agree as follows:

I. SCOPE OF WORK

The City hereby offers to engage **Farist**, and **Farist** hereby accepts such offer of engagement to perform the functions and duties assigned by the City Manager as set forth in the attached job description, and to perform such other duties and functions as the City may from time-to-time assign.

II. TERM AND TERMINATION

- a. The term of this Agreement shall be for a period of six (6) months unless this Agreement is terminated earlier as provided herein.
- b. The City, and **Farist** shall each have the right to terminate this Agreement at any time, without notice, with or without cause.
- c. **Farist** shall be entitled to compensation only for services rendered to the date of termination.
- d. Work to commence on **April 25, 2023**.

III. COMPENSATION

The City shall compensate **Farist** for services rendered pursuant to this Agreement not to exceed **\$5,000.00 per month**.

IV. BENEFITS

Farist shall not participate in the Civil Service System or the City retirement plan. If in the event this contract continues beyond the time that Farist is currently covered by the City’s health insurance plan, the City Manager is authorized to renegotiate the terms of this Agreement regarding health insurance, consistent with city policies and contractual obligations.

V. INDEMNIFICATION

As an Independent Contractor, **Farist** agrees to indemnify and save harmless the City, its officers, employees, and agents from all actions, claims, penalties, and judgments for damages at law or equity of any nature whatsoever arising or alleged to arise solely out of **Farist's** negligence in the exercise of rights or obligations conferred by this Agreement. **Farist** shall defend the City and shall pay all reasonable expenses incurred by the City in defending itself, with regard to all damages and penalties the City may legally be required to pay as a result of the negligence of **Farist** as aforesaid. Expenses shall include all incidental reasonable expenses including attorney fees and shall include a reasonable value of any services rendered by the Office of the City Attorney.

Nothing in this indemnification is intended to constitute a waiver of the City's limitation on liability as set forth in section 768.28, Florida statutes. This covenant shall survive the expiration or termination of this Agreement.

VI. BEST EFFORTS OF EMPLOYEE

Farist agrees that she will at all times faithfully, industriously and to the best of her ability, experience, and talents, perform all of the duties that may be required of her pursuant to the expressed and implicit terms of this agreement. Such duties shall be rendered within the City limits of the City of Key West, Florida. In the event the parties to this Agreement disagree as to any provision of this Agreement, either party may void the agreement without notice.

VII. GENERAL PROVISIONS

This Agreement is the entire understanding of the parties and shall, as of the effective date of this Agreement, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement. It shall be binding upon the parties and may not be amended except by a writing signed by the parties. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected by such ruling and shall remain in full force and effect. The laws of Florida shall govern this Agreement and venue for any action hereunder shall be in Monroe County, Florida.

IN WITNESS THEREOF, the parties hereto have made their agreement on this 18th day of April 2023.

Albert P. Childress, City Manager

Date:

Samantha Farist / Contract Employee

Date:

ATTEST:

Cheryl Smith, City Clerk

Date