

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into this 1st day of August 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 John A. Castro, (“Castro”).

WHEREAS, City is in the process of providing Plans Examining services, Building, for the City of Key West; and

WHEREAS, the City requires additional support to perform the above referenced services; and

WHEREAS, Castro has agreed to perform such services for the Project as an independent contractor of the City.

NOW THEREFORE, the parties agree as follows:

I. SCOPE OF WORK

The City hereby offers to engage Castro, and Castro hereby accepts such offer of engagement to perform the functions and duties assigned by the Department Head/Designee as set forth in Exhibit “A,” which is attached hereto and incorporated by reference, 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 twelve (12) months, unless this Agreement is terminated earlier as provided herein.
- b. The City, and Castro shall each have the right to terminate this Agreement at any time, without notice, with or without cause.
- c. Castro shall be entitled to compensation only for services rendered to the date of termination.

III. COMPENSATION

The City shall compensate Castro for services rendered pursuant to this Agreement at the rate of \$40.00 per hour. Compensation shall be retroactive to the date of expiration of any preceding agreements.

IV. BENEFITS

Castro shall receive no benefits whatsoever. Specifically, Castro shall not be entitled to receive health insurance, vacation pay, or holiday pay. Further, Castro shall not participate in the Civil Service System, the City retirement plan, or the City health plan, nor shall he receive any other benefits of employment of the City.

V. HOURLY LIMITATION

The parties expressly agree herein that Castro shall work no more than 1500 hours within any fiscal year or 29 hours per week. Hours of work will be Monday thru Friday, no evenings or weekends unless approved by Management.

VI. INDEMNIFICATION

Castro 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 Castro's negligence in the exercise of rights or obligations conferred by this Agreement. Castro 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 Castro 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.

VII. BEST EFFORTS OF EMPLOYEE

Castro agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this agreement. Such duties shall be rendered within the City limits of the City of Key West, State of Florida and such other place or places as employer shall. In the event the parties to this Agreement disagree as to any provision of this Agreement, for a period of not less than thirty (30) days, the parties shall engage in good faith require or as the interest, needs business or opportunity of City shall require.

VIII. ARBITRATION

In the event the parties to this Agreement disagree as to any provision of this Agreement, for a period of not less than thirty (30) days, the parties shall engage in good faith efforts to resolve the disagreement. If, after engaging in good faith efforts to resolve the disagreement, the parties shall submit to binding arbitration. Arbitration shall be through an Arbitrator mutually agreed upon by the parties. The decision of the Arbitrator shall be binding and non-appealable.

IV. 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 this
____ day of September 2023.

Albert Childress, City Manager

Date:

John A. Castro/ Contract Employee

Date:

Ronald J. Ramsingh, City Attorney

Date:

ATTEST:

Keri O'Brien, City Clerk

Date: