

TAB 3



# City of Palmetto Agenda Item

**Meeting Date**

8/2/2010

**Presenter:** Jim Freeman

**Department:** CRA

**Title:**  
Extension of Interim CRA Administrator's Contract

**Issue:**

The current contract for the Interim CRA Administrator Jeff Burton expires August 9, 2010.

The extension of the current contract for a seven-day period would have the following budget impact:

**Budget Information:**

Decrease

1905591101 Executive Salary	\$932.54
1905592101 FICA	71.33
1905592221 Retirement	243.92
1905592401 Workers Comp	2.21
<b>TOTAL</b>	<b>\$1,250.00</b>

Increase

1905593101 Contract Services	\$1,250.00
------------------------------	------------

**Budgeted Amount:**  **Budget Page No(s):**  **Available Amount:** \$0.0 **Expenditure Amount:** \$0.00

**Additional Budgetary Information:**

**Funding Source(s):**  **Sufficient Funds Available:**  Yes  No **Budget Amendment Required:**  Yes  No **Source:**

**City Attorney Reviewed:**  Yes  No  N/A **Advisory Board Recommendation:**  For  Against  N/A **Consistent With:**  Yes  No  N/A

**Potential Motion/Direction Requested:** Motion to approve an extension of the Interim CRA Administrator's contract to a period ending August 16, 2010.

**Staff Contact:** Jim Freeman

**Attachments:** Current contract

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into this 12<sup>th</sup> day of August, 2009, between the City of Palmetto, a municipal corporation ("Palmetto") and Jeff Burton, 1903 14<sup>th</sup> Avenue West, Palmetto, Florida ("Independent Contractor").

### RECITALS:

A. Palmetto desires to employ Independent Contractor to provide services to Palmetto, and the Independent Contractor desires to be employed by Palmetto for such purpose.

B. The parties desire to set forth in writing the terms and conditions of such employment relationship.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Recitals. The above recitals are true and correct.
2. Employment. Palmetto hereby employs Independent Contractor and Independent Contractor hereby accepts such employment with Palmetto upon the terms and conditions set forth herein.
3. Term. The term of this Agreement shall commence on the date hereof (the "Commencement Date"), and shall continue for a term of three (3) months from the Commencement Date unless sooner terminated hereunder (the "Initial Term"). Upon the expiration of the Initial Term, and unless this Agreement is terminated or its term is otherwise modified hereunder, this Agreement may be extended by majority vote of the City Commission for one or more monthly periods.
4. Compensation. Independent Contractor shall receive a sum of Five Thousand Dollars (\$5,000.00) per month which shall be due and payable on the third day of each month beginning with September 3, 2009. Independent Contractor shall receive no other compensation or benefits under this Agreement.
5. Duties. Independent Contractor shall serve as Community Redevelopment Agency ("CRA") Administrator for Palmetto and shall perform the duties, times of service and the services with respect to the business of Palmetto as provided for in Exhibit A attached hereto and made a part hereof, and other such duties and services as the Mayor of Palmetto may from time to time direct. During business hours, Independent Contractor shall devote such time, energy and skills to the faithful and diligent performance of Independent Contractor's duties as is necessary for Independent Contractor to complete Independent Contractor's duties hereunder, but in no event shall Independent Contractor devote less than twenty-four hours per week.

6. Termination. This Agreement shall terminate upon the happening of the following events:

6.1. At any time by the written agreement of the parties;

6.2 Upon the Mayor of Palmetto's submission, in its sole and absolute discretion, of written notice of such termination to Independent Contractor, which notice specifies a determinable date of termination, and which notice is submitted to Independent Contractor on or before the fifteenth day prior to such determinable date;

6.3 Upon Independent Contractor's submission of written notice of termination to Palmetto, which notice specifies a determinable date of termination, and which notice is submitted to Palmetto on or before the thirtieth day prior to such determinable date;

6.4 Upon the expiration of any agreed upon term hereof; or

6.5 Upon the death of the Independent Contractor.

7. Confidential Data. Independent Contractor recognizes and acknowledges that many public records are subject to the Florida Public Records Law (Section 119.07, Florida Statutes) and Independent Contractor agrees to comply with such law. However, certain records of Palmetto are confidential or exempt under the Florida Public Records Law and Independent Contractor agrees to comply with the requirements of any applicable confidentiality or exemption under such law.

8. Notices. All notices required to be given under this Agreement shall be in writing, sent by certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Palmetto, then to:

Mayor Shirley Groover Bryant  
City of Palmetto  
P.O. 1209  
Palmetto, Florida 34220

With Copy to: Mark P. Barnebey, Esquire  
Kirk Pinkerton, P.A.  
1301 6<sup>th</sup> Avenue West  
Bradenton, Florida 34205

If to Independent Contractor, then to:

Jeff Burton  
1903 14<sup>th</sup> Avenue West  
Palmetto, Florida 34221

The foregoing addresses may be changed by any of the aforesaid persons, and additional persons may be added thereto by notifying all of the other parties hereto in writing, and in the manner herein above set forth. Any notice given in accordance herewith shall be considered given on the date that is three (3) days after the date of deposit in the US Mail. In all events, proof of compliance with the foregoing shall be on the party sending such notice.

9. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Palmetto and Independent Contractor consent and agree that Manatee County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this Agreement, and each waives any defense, whether asserted by motion or pleading, that Manatee County, Florida, is an improper or inconvenient venue.

10. Waiver. The waiver by either party hereto of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party hereto.

11. Binding Effect. This Agreement shall be binding upon the parties, their heirs, personal representatives, successors, and assigns.

12. Assignment. This Agreement is not assignable by either party.

13. Severability. None of the provisions of this Agreement is dependent upon the validity of any other provision, and the invalidity, illegality, or unenforceability, in whole or in part, of any provision shall not affect any other provision herein contained.

14. Modification. Neither this Agreement nor any provision hereof shall be amended or modified (or deemed amended or modified), except by an agreement in writing, duly executed and acknowledged with the same formality as this Agreement.

15. Independent Covenants. Each of the respective rights and obligations of the parties hereunder shall be deemed independent, and may be enforced independently irrespective of any of the other rights and obligations set forth herein.

16. Counterparts; Facsimile; Email. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed to be one and the same instrument. A facsimile or email transmission of a signature or of initials shall constitute an original.

17. Prevailing Party. The prevailing party in any action hereunder shall be entitled to recover from the other party all attorneys' fees, paralegals' fees, legal assistants' fees, accountants' fees, and costs (including court costs through all levels of appeal) associated with any action to enforce any provision hereof.

18. Waiver of Jury Trial. By its acceptance hereof, Palmetto and Independent Contractor agree that neither they, nor any of their assignees, successors, heirs, or legal representatives (all of whom are hereinafter referred to in this Section 18 as the "Parties"), shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon or arising out of this Agreement, any related agreement or instrument, any business conducted by the Parties, or the dealings or the relationship between the Parties. None of the Parties will seek to consolidate any such action, in which a jury trial has been waived with any other action in which a jury trial has not been waived. The provisions of this Section 18 have been fully negotiated, at arm's length, by the Parties. The waiver contained herein is irrevocable, constitutes a knowing and voluntary waiver, and is subject to no exceptions. The Parties have in no way agreed with or represented to all or any of the Parties that the provisions of this Section 18 will not be fully enforced in all instances.

19. Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

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

PALMETTO:

Attest:

City of Palmetto, a Florida Municipal Corporation

By: Shirley Groover Bryant  
Shirley Groover Bryant

[Signature]  
City Clerk

In the presence of:

Diane Ponder  
Beverly R. Minney

INDEPENDENT CONTRACTOR:

[Signature]  
Jeff Burton