

## **MEMORANDUM OF UNDERSTANDING (INDEPENDENT CONTRACTOR'S AGREEMENT)**

**THIS AGREEMENT** is made and executed this 9th day of February, 2023 in duplicate originals, by and between the City of Green Cove Springs, a Florida municipal corporation, (hereinafter referred to as the "City"), and Evans Media Source, LLC whose business address is 119 Clearwater Rd Satsuma, FL 32189 (hereinafter referred to as the "Contractor").

It is hereby agreed between the City and Contractor as follows:

**1. Acknowledgement of Independent Contractor Status.** It is expressly agreed and understood that Contractor is an Independent Contractor for all purposes; including applicable Federal and State Law, and that the Contractor shall not be deemed or construed as being an employee of the City. By executing this Agreement, Contractor expressly acknowledges that he is not entitled to any of the usual and customary benefits, terms or conditions of employment received or granted to employees of the City.

**2. Terms of Agreement.** This Agreement shall cover contractor's work on May 30, 2022, unless terminated earlier pursuant to Section 6 herein.

**3. Scope of the Work to be performed.** The City hereby contracts with Contractor for his/her performance of the tasks described in Exhibit "A" (the "Services"), which is attached. Other than as expressly set forth herein, Contractor may exercise his own independent means and discretion to perform the Services. Contractor's hours of work shall be within his discretion and control and shall not be regulated by the City. Contractor agrees to comply with all applicable laws and regulations of the United States, the State of Florida and the City of Green Cove Springs, where such Services are to be rendered in the performance of his Services and responsibilities.

**4. Liability for Injury or Damages.** Contractor acknowledges and agrees that the City shall have **NO** obligations, responsibilities, or liabilities for any damage or injury to or caused by Contractor or his/her property stemming from or associated from or associated in any way with Services rendered pursuant to this Agreement. Contractor shall be solely responsible and liable for any personal or property damage or injury, whether suffered by Contractor, the City, or any third party, resulting from or associated in any way with Contractor's performance of the "Services" provided hereunder.

**5. Terms of Payment.** In consideration for the satisfactory performance of the terms and conditions by Contractor as an independent contractor as set forth in Paragraph No. 3, above, the City agrees to pay Contractor such amount as set forth herein and, according to the payment schedule included in said **Exhibit "A"**.

During the term of the Agreement, the City will reimburse Contractor for any and all reasonable expenses incurred by Contractor as a direct result of the performance of the Services for the City hereunder and solely related to such Services; provided, however, that all such expenses must be approved in writing in advance by the City Manager or designee, and that Contractor submits receipts for such expenses.

It is further expressly understood and agreed that the City shall not withhold from Contractor's payments under this Agreement, any amounts for federal income taxes, FICA, or any other state or federal taxes, and that Contractor shall be solely responsible for paying his/her own self-employment taxes or any other federal or state taxes on any installment payments provided to him/her by the City pursuant to his Agreement.

It is expressly understood and agreed by the parties that the City shall not pay, or be deemed liable to pay, any premium payments or contributions for any worker's compensation or unemployment compensation for, or on behalf of Contractor.

**6. Termination of Agreement.** Either or both parties may terminate this Agreement at any time with or without cause by giving 3 days written notice to the other party. If either party terminates this Agreement, Contractor will be paid a prorated amount based upon the time Services were actually performed as the full and complete compensation due hereunder. If contractor is terminated by the City for just cause, the City shall not owe contractor any sum hereunder.

**7. Assignment.** Neither this Agreement, nor the obligation and/or duties contained herein may be assigned by Contractor without the prior written consent of the City.

**8. Severability.** The invalidity of one or more of the provisions of this Agreement, or any part of this Agreement, shall not affect the validity of any other portions of this Agreement. In the event that any provision(s) of this Agreement shall be determined to be invalid, then this Agreement shall be construed as if such invalid provision(s) had not been inserted.

**9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. All suits arising hereby shall only be heard by the courts in and for Clay County, Florida without the right to trial by jury.

**10. Entire Agreement.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the performance of obligations and Services by and between Contractor and the City and contains all the covenants and agreements between the parties with respect to such obligations and Services. This Agreement shall not be modified, except in writing by both parties. The attached Standard Addendum labeled Exhibit "B" is by reference made a part hereof.

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

**“Contractor”**

**City of Green Cove Springs, Florida**

By: Ernest Evans  
Print Name:

By: \_\_\_\_\_  
Print Name: Daniel M. Johnson



Title: Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Erin West, City Clerk

\_\_\_\_\_  
L. J. Arnold III, City Attorney

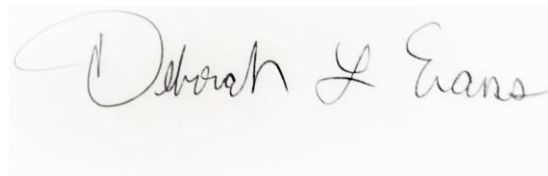
Contractor's Tax ID: 81-0698992

Contractor's Business Address: 119 Clearwater Rd Satsuma, FL 32189

Contractor's Telephone Number: 904-545-3079

Witness To Contractor's Signature:

Deborah Evans  
(Print Name)



\_\_\_\_\_  
(Signature)

119 Clearwater Rd. Satsuma, FL 32189

\_\_\_\_\_  
(Address of Witness)

**Exhibit “A”**

Scope of work and terms of payment as described in the following documents attached hereto:

1. City Staff Report for April 18, 2023, City Council Meeting with subject “Riverfest/Memorial Day Festival”.
2. Terms of Payment – Not to exceed \$2,000.00.