

**INDEPENDENT CONTRACTOR  
CONSULTING AGREEMENT**

THIS AGREEMENT is made by and between the City of Lake Worth Beach (hereinafter referred to as “LWB”) and **Robert C. Busch** (hereinafter referred to as “Consultant”). LWB and Consultant shall be referred to herein collectively as “the Parties.”

WHEREAS, Consultant has a distinct field of expertise in the area of local government finance;

WHEREAS, LWB seeks to obtain the services and expertise of Consultant on a defined basis to assist LWB in different financial projects related to financial year end closing, financial review and documentation, and other financial related matters as requested by LWB;

WHEREAS, the services and expertise to be provided by Consultant relate to a distinctive field of expertise concerning LWB;

WHEREAS, Consultant represents that **Robert C. Busch** shall perform any and all services contemplated in this agreement and that he/she is capable and prepared to provide such services;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree and acknowledge as follows:

**1. Effective Date and Term.** The effective date of this Agreement shall be February 5, 2020. Consultant’s services under this Agreement are “at-will,” such that they may be terminated with or without cause upon five (5) days’ written notice by either party. No verbal or written statement by any individual may alter the “at-will” nature of this Agreement, except for a written agreement with a definite term, designated as such, and signed by LWB.

**2. Services and Independent Contractor Status.** Consultant shall assist, and report to, the Director of Financial Services of LWB for all services relating to LWB. Included in these services are: different financial projects related to financial year end closing, financial review and documentation, and any other services requested by the Financial Services Director of LWB (collectively, “Services”). Consultant undertakes performance of the Services as an independent contractor and shall be responsible for the methods and manner of performance of such Services. Consultant understands and agrees that Consultant is an independent contractor and not an employee of LWB. LWB will not provide fringe benefits, including health insurance benefits, paid vacation, or other benefit typical in an employment relationship.

Consultant is free to perform similar consulting services on behalf of other clients, subject to applicable ethical laws, rules, and regulations.

**3. Standard of Care.** In performing the Services under this Agreement, Consultant shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and Consultant shall, at LWB’s request and at no additional cost to LWB,

re-perform Services which fail to satisfy the foregoing standard of care. Consultant warrants that all Services performed under this Agreement shall be performed solely by him/her.

**4. Compensation.** As compensation for performing the Services under this Agreement, LWB agrees to pay Consultant an hourly fee in the amount of **Seventy Five Dollars (\$75.00)**. This fee shall be divided and paid monthly 10 days after LWB receives the monthly progress report and invoice due the first of each month after services are rendered for the previous month.

Nothing herein guarantees a minimum amount of compensation Consultant will receive for Services performed under this Agreement.

**5. Payment.** Consultant shall submit a detailed invoice on a monthly basis, for any month during which Services are performed under this Agreement, to the attention of the Financial Services Director of LWB. Accordingly, invoices submitted shall cover the prior month's work. Each invoice shall specify the Services performed and the time expended by Consultant in 1/10 (.1) of an hour increments. Additionally, each invoice shall indicate Consultant's tax ID number. Consultant will be required to fill out LWB Vendor's registration form upon receiving executed contract in order to receive the payment.

Subject to approval in accordance with LWB's standard policies, policies, and procedures, LWB shall remit payment for each invoice as described above, but no later than ten (10) days after receiving the invoice. However, in no event shall payment be made prior to receipt of an invoice detailing the Services performed. In the event no Services are performed by Consultant during any particular month, Consultant is not required to send an invoice and LWB shall not be responsible for any payment. LWB shall not reimburse Consultant for any business expenses including, but not limited to, travel, mileage, hotel, office supplies or equipment, or other costs of doing business relating to the Services contemplated herein unless approved in advance by the Financial Services Director.

**7. Insurance.** Consultant agrees to secure and maintain appropriate insurance in connection with the provision of Services under this Agreement and provide proof thereof as requested by LWB.

**8. Taxes.** Consultant shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to Consultant under the terms of this Agreement. Consultant hereby agrees to indemnify and hold LWB harmless from any claims, losses, costs, penalties, fees, liabilities, damages, or injuries suffered by LWB arising out of Consultant's failure with respect to his obligations in this paragraph.

**9. Availability of Funds.** The obligations of LWB under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by LWB.

**10. Confidentiality; Return of Information; Records Compliance.** No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by Consultant under this Agreement shall be made available to any individual or organization by Consultant without prior written approval of LWB. The Parties however, recognize and acknowledge that this Agreement is subject to Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.*, including the provisions of Florida Statute § 119.0701(2)(a)-(d), as amended from time to time.

Consultant shall take all reasonably prudent and appropriate steps to safeguard LWB's information (in both hard copy and electronic form).

Upon request of LWB at any time and, regardless of any request by LWB, upon termination of this Agreement, Consultant shall return to LWB, all materials (including both hard copy and electronic versions or copies), relating to LWB and/or its employees or consultants, in Consultant's possession, custody, or control.

Consultant further agrees that he will comply with Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.* and specifically, that he will: keep and maintain public records that ordinarily and necessarily would be required by LWB in order to perform the Services under this Agreement; provide the public with access to public records on the same terms and conditions LWB would provide the records and at a cost not to exceed the cost provided under Chapter 119 of the Florida Statutes, as amended from time to time, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; meet all requirements for retaining public records and transfer, at no cost to LWB, all public records in his possession upon termination of this Agreement (with all records stored electronically provided in a format that is compatible with LWB's information technology systems), and destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements.

**11. Conflicts of Interest.** Consultant represents that he will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this Agreement. Consultant further agrees that he shall promptly notify LWB in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence Consultant's judgment or the quality of the Services performed under this Agreement. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that Consultant wishes to undertake and request LWB's response as to whether the association, interest, or circumstance would, in the opinion of LWB, constitute a conflict of interest if entered into by Consultant. LWB agrees to notify Consultant of its opinion within thirty (30) days of receipt of notification by Consultant. If, in the opinion of LWB, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Consultant, LWB shall so state in its response.

**12. Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.

**13. Applicable Law, Venue, and Waiver of Jury Trial.** The terms and enforcement of this Agreement are governed by the laws of the State of Florida. The Parties expressly agree that any dispute arising from or related to this Agreement shall be heard by a state or federal court of competent jurisdiction in the State of Florida with venue in Palm Beach County, Florida and that they will submit to and not challenge the jurisdiction of such court. THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**14. Severability.** If any provision, or any portion thereof, contained in this Agreement is held invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**15. No Waiver.** A waiver by either LWB or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**16. Modification.** This Agreement may not be amended or modified by any oral or written agreement, except by a document designated as an amendment or modification and signed by both Consultant and LWB, with approval by LWB board of directors.

**17. Entire Agreement.** The language of this Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, discussions, or negotiations between the Parties.

**18. No Assignment.** Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of LWB. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of LWB with, or its merger into, any other corporation, or the sale by LWB of all or substantially all of its properties or assets, or the assignment by LWB of this Agreement and the performance of its obligations hereunder to any successor in interest or any Affiliated Company.

**19. Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by transfer of an originally signed document by facsimile or e-mail in PDF (or similar) format, each of which will be as fully binding as an original document.

**20. Notices.** All notices required to be given under the terms of this Agreement or which either of the Parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:


Robert C. Busch  
2875 Farragut Lane  
West Palm Beach, FL 33409  
Phone: (561)312-0040  
e-mail: [buschsr@bellsouth.net](mailto:buschsr@bellsouth.net)


City of Lake Worth Beach, Florida  
ATTN: Bruce Miller, Financial Services Director  
7 North Dixie Highway  
Lake Worth Beach, Florida 33460  
Phone: 561-586-1654

Any Party may designate a change of address at any time by giving written notice thereof to the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved and executed, as follows:

ATTEST:

  
Robert C. Busch  
INDEPENDENT CONTRACTOR  
Date: 2/5/20

  
*For* Michael Bornstein, City Manager  
City of Lake Worth Beach, Florida  
Date: 2/6/20 *Juan Ruiz*  
*Asst. City Manager*