

## **PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**

**THIS AGREEMENT** for professional contractor services (“Agreement”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Mariela Ruiz, 4012 Windswept Drive, Madison, Alabama 35757, hereinafter referred to as “Contractor.”

**WHEREAS**, Contractor, after serving for six (6) years as a Senior Human Resources Coordinator/HRIS Specialist with the City of Madison Human Resources Department, resigned from service on 4/22/2022; and

**WHEREAS**, the City’s Human Resources Department will reduce costs and achieve more efficient operation by retaining the services of an experienced professional to assist with certain HRIS services; and

**WHEREAS**, Contractor is a unique provider of such services, and she possesses the experience and qualifications necessary to offer the same to the City; and

**WHEREAS**, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services on an as-needed basis as the Director of Human Resources directs:
  - a. Train HR personnel in processing 1095s for employees and to file 1095s with the IRS, using New World software.
  - b. Assist with and train employees with Benefit Plan Maintenance data in the New World software for the end of the calendar year.
  - c. Generate reporting for EEO 4 data and EEO Plan; generating data from New World system, and training other HR employees.
  - d. Perform training and other New World reporting functions for HR on an as needed basis.
2. **PAYMENT FOR SERVICES:** City agrees to pay, and Contractor agrees to accept, the sum of thirty-eight dollars (\$38.00) per hour for the services described in Section 1 of the Agreement.

a. Contractor shall not be compensated for meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Human Resources.

b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.

c. Contractor shall invoice City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:

1. The date the services were rendered.
2. A short description of the services performed.
3. The hours required to perform such services.
4. Contractor shall submit each invoice not later than the fifth (5<sup>th</sup>) day of the month next following the month during which the services were rendered.
5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.

d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on his eligibility for or receipt of retirement benefits of any kind.

e. Contractor's work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama ("ERS") regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor's sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

### **3. ENTIRE AGREEMENT; NON-WAIVER**

This Agreement constitutes the entire agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of City and Contractor. This Agreement supersedes all other agreements, whether oral or written, which may have previously existed between the parties.

### **4. EFFECTIVE DATE; TERM**

This Agreement shall become effective at the opening of business on December 5, 2022, and shall expire at the close of business on December 31, 2023.

**5. TERMINATION**

a. Either party may terminate this Agreement with or without cause upon twenty-four (24) hours' written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

**6. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the Contractor shall not be or be deemed to be an employee of the City nor shall he be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose his work hours.

**7. INDEMNIFICATION**

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his obligations under this agreement.

**8. ASSIGNMENT OF CONTRACT**

Consultant may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

**9. GOVERNING LAW**

The laws of the State of Alabama shall govern this Agreement.

**10. NOTICES**

All notices to City shall be addressed to:

City of Madison  
Human Resources  
100 Hughes Road  
Madison, Alabama 35758

All notices addressed to Consultant shall be addressed to:

Mariela Ruiz  
4012 Windswept Drive  
Madison, Alabama 35757

With a copy to:  
City Attorney  
Legal Department  
100 Hughes Road  
Madison, AL 35758

## **11. SEVERABILITY AND WAIVER**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

## **12. EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with the law, decree, or order of any governmental agency or of any judicial, legislative, or executive authority, whether the same shall be local, state or federal in origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever, said reason not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so hindered may, at its option, suspend without liability, the performance of its obligations hereunder.

Should such suspension or delay lawfully last more than five (5) calendar days, the parties agree that this Agreement shall be terminated in its entirety and that the only liability accruing to either party shall be payment to the other of any monies due and owing at the time the suspension or delay began.

**IN WITNESS WHEREOF**, the undersigned hereby affirm that they have the authority to execute this Agreement on behalf of the respective parties for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**CITY OF MADISON, ALABAMA,  
a municipal corporation**

**ATTEST:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA**           §  
  §  
**COUNTY OF MADISON**       §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer of the City of Madison, Alabama, respectively, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the date the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**Mariela Ruiz, Contractor**

\_\_\_\_\_  
Mariela Ruiz

\_\_\_\_\_  
Date

**STATE OF ALABAMA**           §

§

**COUNTY OF MADISON**       §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Mariela Ruiz, whose name is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and the official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public