



Vendor ID #: \_\_\_\_\_

# INDEPENDENT CONTRACTOR AGREEMENT

(Revised September 2021)

This is an Independent Contractor Agreement between:  
City of Naples, 735 Eighth Street South Naples, FL 34102; and

\_\_\_\_\_  
Contractor/Company Name (hereinafter, "Contractor")

\_\_\_\_\_  
FEIN # or SSN                      Business Type

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City                                      State                                      Zip Code

\_\_\_\_\_  
Phone #                                      Email

**Scope of Services:**

Contractor agrees to provide the following services (hereinafter, "Services"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Price/Fee:**

In consideration for the professional services to be performed by Contractor under this Agreement, the City will pay Contractor either a percentage of program registration gross sales or a flat fee as designated below:

Percentage: To City: \_\_\_\_\_%    To Contractor: \_\_\_\_\_%  
Flat Fee: \$ \_\_\_\_\_

**Expenses:**

Contractor is responsible for the payment of Contractor's expenses incurred under this Agreement, including, but not limited to, mileage, supplies, materials and other out of pocket expenses. Such expenses will **not** be reimbursed by the City.

**Term:**

Begin: \_\_\_\_\_ End: \_\_\_\_\_  
(Not to exceed one year)

**Background Check:** City may require Contractor and Contractor's employees or agents to complete fingerprint background checks to be conducted to the City's requirements and at the sole expense of the Contractor and, in such event, Contractor agrees to participate and cooperate in such background check as may be requested.

**Independent Contractor:** Nothing herein shall be construed to create an employer-employee relationship between the City and Contractor. The relationship of the City and Contractor established by this Agreement is that of independent contractor. Contractor will not represent to be or hold himself or herself out as an employee of the City. Contractor does not have the express or implied authority to contract on behalf of the City, or to otherwise bind or incur obligations on behalf of the City in any way. Nothing in this Agreement (i) gives either party the power to direct and control the day-to-day activities of the other, (ii) constitutes the parties as partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allows either party to create or assume any obligation on behalf of the other party for any purpose. Neither party shall have any authority to employ any person on behalf of the other party, and each party shall, with respect to all persons employed by it, perform all obligations and discharge all liabilities imposed upon employers under law. Contractor is not entitled to participate in any rights or benefits afforded to the City's employees. The methods, means and control of work performance shall remain solely with Contractor. City does not provide training or similar instruction to contractors and Contractor will train its employees and staff, if applicable, prior to providing any Services. Contractor is not required to submit reports to the City. It is understood that the City will not withhold any amounts for payment of taxes from the compensation of Contractor hereunder. City will provide to the Contractor a 1099 reporting the amounts paid to Contractor. Contractor recognizes that he or she will be required to file corporate and/or individual tax returns in accordance with all provisions of applicable federal and state law. Contractor shall be solely responsible for payment and reporting of all taxes as an independent contractor. Contractor shall indemnify the City should the IRS find that the City is responsible for any tax liability on the part of Contractor working as an independent contractor for the City.

**Contractor Responsibilities:** Contractor will provide instructor(s) and equipment when needed to carry out the Services. Contractor must register through the Vendor Self Service System located on the Purchasing Division's Web Page at <https://mss.naplesgov.com/MSS/Default.aspx>. Contractor is responsible to maintain correct: remit to address, contact information, commodity numbers, etc. A current W9 must be completed and attached to the online registration. Any questions or issues regarding the vendor registration process, please contact the Purchasing Division @ 239-213-7100.

Contractor has no obligation to work any particular hours or any particular number of hours but will adhere to agreed schedules for classes. Contractor may not assign the Agreement written approval from the City. Contractor will determine the need for and hiring of Contractor's employees or agents at Contractor's own expense. Contractor must provide proof of training or certifications that may be required to perform the Services.

Contractor is responsible for payment of all liability insurance (unless waived by City), disability, unemployment insurance, workers' compensation insurance, if any; and federal, state and local self-employment and income taxes due with respect to compensation paid. Contractor will indemnify the City for all tax and other liabilities which the City may incur as a result of Contractor's failure to report and pay all self-employment and income taxes due.

Contractor is solely responsible for and will pay all costs and expenses that it incurs in connection with the performance of its obligations.

**Indemnification:** In addition to the other indemnification requirements of Contractor under this Agreement, Contractor must indemnify and hold the City harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the City, or its agents, officers, or employees, arising directly or indirectly from Contractor's performance under this Agreement or by any person employed or utilized by Contractor (including Contractor's agents, employees, and subcontractors). Contractor's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the City and not considered to be the City's exclusive remedy. Additionally, upon written request from the City to Contractor, Contractor shall defend the City, or its agents, officers, or employees against any claims, suits, actions, or proceedings arising directly or indirectly from Contractor's performance under this Agreement or by any person employed or utilized by Contractor (including Contractor's agents, employees, and subcontractors).

**Confidentiality:** In the course of performing the Services, the parties recognize that Contractor may come in contact with or become familiar with information that the City considers confidential information. Contractor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate City personnel or their designees.

**Non-Solicitation:** Contractor agrees to refrain from any solicitation or recruitment, directly or indirectly, of any of the City's agents, officers, or employees during the term of this Agreement and for a period after the expiration or termination of this Agreement equal in duration to the duration of this Agreement.

**Termination:** Neither the City nor Contractor can terminate this Agreement until the work is completed, unless there is a breach of the Agreement by either party.

**Billing & Payment:** Contractor must submit invoices reasonably describing the services no sooner than monthly (unless agreed otherwise) and no later than 45 days after the expiration or termination of this Agreement. The City will pay

each submitted invoice within **45** days from the date of receipt of the appropriate invoice.

**City Facilities:** To the extent reasonably required by Contractor, the City will make available to the Contractor certain use of its facilities as are required to perform the Services. Contractor agrees to comply with all of the City's rules and regulations regarding, safety, security and conduct. Contractor will ensure proper care of facilities and/or equipment provided by the City and will return same upon completion of the Services. Payment may be forfeited, in whole or in part, at the sole discretion of the City, if equipment is not returned or facilities or equipment are damaged.

**Representations and Warranties: Contractor warrants that:**

- (i) it has full power and authority to enter into this Agreement;
- (ii) entry into and performance of this Agreement will not violate any agreement to which Contractor is a party;
- (iii) Contractor, its employees and agents are duly licensed (where necessary) and in good standing to perform their respective business activities and will remain in good standing throughout the term of this Agreement; and
- (iv) all activities undertaken or performed by Contractor comply with all applicable federal and state laws, rules and regulations.

**City warrants that:** (i) it has full power and authority to enter into this Agreement and (ii) entry into and performance of this Agreement will not violate any agreement to which the City is a party.

**Non-Exclusivity.** Either party may enter into the same or similar agreements with other individuals or entities without first obtaining the permission or consent of the other party so long as performing such other agreement does not create a conflict of interest.

**Notices.** All notices and other communications under this Agreement must be given to the person signing this Agreement or designee, in writing where feasible.

**Alternate Dispute Resolution.** Disputes under this agreement will be resolved by mediation by a mediator agreed to by the parties, or if the parties are unable to agree on the selection of a mediator or if mediation is unsuccessful, by court of law. Unless waived by both parties all mediation will be completed within 30 days of notification of a dispute, and any legal action shall be submitted within 30 days of failure of mediation of a dispute.

**Entire Agreement and Amendments:** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

**Governing Law, Severability:** This Agreement shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision

**Insurance.** Unless waived by the City, Contractor must obtain and maintain at its own expense, during the term of this Agreement a standard Commercial General Liability Policy written by a United States insurance company, rated at least A VI by A.M. Best Company, in the face amount of \$1,000,000.00 per occurrence and a minimum \$2,000,000.00 general aggregate, which policy shall:

(1) Provide standard general liability protection and (2) List the City of Naples 735 8<sup>th</sup> St. So. Naples, FL 34102 as Additional Insured. A copy of the current Certificate of Insurance (COI) must be included with this agreement. Contractor agrees to have its insurance carrier waive any right to subrogation that such company may have against the City.

**City-Check if Insurance or provision is waived: Yes \_\_\_\_\_**

The parties agree to the foregoing as evidenced by their signatures below effective the date of the last signature.

Facility: \_\_\_\_\_ Account #: \_\_\_\_\_

Not to exceed: \$ \_\_\_\_\_ BPO \_\_\_\_\_ -or- 1x Payment: \_\_\_\_\_

**AGREED TO AND ACCEPTED BY:**

By checking this box, typing your name in the Contractor Signature field below, and submitting this form electronically (via email), you affirm that all information contained within this document was completed truthfully and to the best of your knowledge. Furthermore, you understand and agree that your typed name will serve as your electronic signature and shall have the same force and effect as your written signature.

**CONTRACTOR:** \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form and legality by City Attorney

**CITY OF NAPLES:**

Facility/Contract Manager: \_\_\_\_\_

CSD Admin Reviewed: \_\_\_\_\_

CSD Department Director: \_\_\_\_\_

City Manager: \_\_\_\_\_

(Required if over \$5,000.00)

**ATTACH INDEPENDENT CONTRACTOR SERVICES WORKSHEET)  
(One time per year)**