

**CITY OF VENICE**  
**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made by and between the CITY OF VENICE, FLORIDA, a municipal corporation, hereinafter referred to as "City", and PATRICK J. KAVANAGH, 19901 Gallahad Drive, Macomb, MI 48044, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, Consultant has agreed to work as an independent contractor for the City providing services relating to employee ethics and behavior, more particularly described in Attachment 'A', City of Venice Request for Professional Services.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City and Consultant hereby agree as follows:

**ARTICLE I: GENERAL RESPONSIBILITIES.**

The Consultant shall provide the services described in Attachment 'A' and shall diligently represent the City's interests in such matters.

**ARTICLE II: SPECIFIC RESPONSIBILITIES.**

The Consultant shall provide the services described in 'Scope of Work' Attachment 'A' specifically as follows:

- 2.1 Initial introduction to city employees – for the period commencing at 8.00 AM on July 29, 2013 and ceasing at 4.00 PM on August 9, 2013.
- 2.2 Ongoing availability to City employees at a telephone number to be provided by Consultant – for the period commencing 4.00 PM on August 9, 2013 and ceasing at 4.00 PM on September 9, 2013.
- 2.3 Report handling – As necessary by demand, by telephone only and not in person, not to exceed in total 40 hours.

**ARTICLE III: COMPENSATION.**

- 3.1 Initial introduction to city employees – \$9,000.
- 3.2 Ongoing availability to City employees – \$500.
- 3.3 Report handling – At the rate of \$25 per hour, not to exceed \$1,000.

#### **ARTICLE IV: AGREEMENT PERIOD AND TERMINATION.**

This Agreement shall be effective from July 29, 2013 to September 9, 2013.

Either party may terminate this Agreement with seven days written notice. Termination under this section is intended to effect complete dissolution of this Agreement.

#### **ARTICLE V: HOLD HARMLESS AND INDEMNIFICATION**

The Consultant agrees to indemnify and hold the City, its agents, employees and independent contractors, and their respective sureties, insurers, successors, assigns and legal representatives harmless from any liability, claim, cause of action, demand or damages or injury, death or damages of any kind or nature whatsoever to any person or their property as a result of any activities by the Consultant which arise or result from any actual or claimed intentional or wrongful act or omission by the Consultant, arising from or as a result of this Independent Contractor Agreement. Furthermore, the Consultant shall pay attorney's fees and costs of the City for any matter arising under this paragraph, whether or not such action is well-founded and whether not suit or a regulatory action is actually filed. The obligations of the Contractor under this indemnification and hold harmless paragraph shall survive the termination of this Independent Contractor Agreement.

#### **ARTICLE VI: MISCELLANEOUS.**

- 5.1 Assignment/Modification. This Agreement may not be assigned or modified without the express written consent of all parties hereto.
- 5.2 Entire Agreement. This Agreement constitutes the entire Agreement between the City and Consultant, and when executed shall supersede any and all prior or existing understandings, whether written or oral.
- 5.3 Unenforceability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties hereto, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that approximates as close as possible the intention of the stricken provision.
- 5.4 Notices. Where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the addresses listed below:

To City:

Edward F. Lavallee, City Manager  
City of Venice  
401 W Venice Ave  
Venice  
FL 34285

To Consultant:

Patrick Kavanagh  
19901 Gallahad Drive  
Macomb  
MI 48044

In Witness Whereof, the parties have executed this Agreement as of the day and year last written below.

ATTEST:

**CITY**

City of Venice, Florida

By: \_\_\_\_\_  
Lori Stelzer, City Clerk

By: \_\_\_\_\_  
John Holic, Mayor

Seal:

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

**CONSULTANT**  
Patrick Kavanagh

By: \_\_\_\_\_  
Patrick Kavanagh

COUNTY OF \_\_\_\_\_  
STATE OF MICHIGAN

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Print Name of Notary Public

Seal