

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT made and entered into between **COLUMBIA COUNTY, FLORIDA** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as the "County", and **ROY MICHAEL NULL**, an individual, whose mailing address is 1249 SW Ridge Street, Lake City, Florida 32024, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the County desires to retain the services of the Contractor to provide as-needed consulting and other services in support of the County's purchasing and procurement activities; and

WHEREAS, the County intends to retain and Contractor intends to provide all services under this Agreement on an independent contractor basis and all compensation shall be paid accordingly as provided herein.

NOW, THEREFORE, the parties in consideration of the covenants and agreements set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **SCOPE OF WORK**. Contractor shall perform or otherwise provide the following services and scope of work to or for the benefit of the County:
 - a. Procurement functions customarily performed by the County's Purchasing Officer including but not limited to preparation and dissemination of requests for proposals, requests for qualifications, and requests for bids where the same are appropriate and necessary pursuant to the direction of the County Manager or Florida law
 - b. Purchasing functions customarily performed by the County's Purchasing Officer under the supervision of the County Manager and in conformity with County policy and Florida law.
 - c. Any other duties reasonably related to procurement or purchasing as may be from time to time directed by the County Manager or otherwise required of the County Purchasing Officer by County policy or Florida law.
 - d. Support and advise the County Manager in the process of identifying, hiring, and supporting a full-time Purchasing Officer.
3. **COMPENSATION TO CONTRACTOR**
The County shall pay and the Contractor shall accept as full compensation for services rendered hereunder \$75.00 per hour. The Contractor shall be reimbursed for actual

expenses reasonably incurred by the Contractor in connection with Contractor's performance of this agreement. The Contractor shall provide, and the County will require invoices monthly for any amounts claimed as due indicating the hours of service rendered to the nearest one-tenth hour and evidence of expenses incurred. The Contractor shall be paid within 30 days of actual delivery of an invoice to the County. Compensation to the Contractor under this agreement may not exceed \$35,000.00.

4. **INSURANCE AND INDEMNIFICATIONS**

The Contractor shall be considered an agent of the County in all procurement and the County shall indemnify the Contractor for all procurement and purchasing activities performed under this agreement and within the scope of work set forth in section 2. Contractor shall otherwise indemnify the County for any and all claims made against Contractor caused by Contractor's acts, omissions, or negligence.

5. **TERM OF AGREEMENT**

This agreement is effective from the date it is signed by both parties and will remain in effect until terminated by either party or the maximum compensation amount in paragraph 3 is reached but in no event for greater than one (1) year. In the event of termination, the County shall pay Contractor only for services provided as of the effective date of termination.

6. **PUBLIC RECORDS**

Contractor shall:

1. Keep and maintain public records required by the County to perform services under this agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-758-1326 OR jcrews@columbiacountyfla.com.

7. **INFORMATION TECHNOLOGY SECURITY**

Contractor shall execute the County's Information Security Policies Acknowledgement Form and agrees to be bound by the County's Information Security Policies when making use of the County's information technology equipment or networks.

8. **GOVERNING LAW AND VENUE**

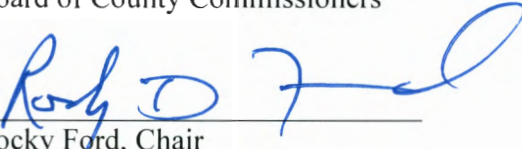
This agreement shall be governed and interpreted in accordance with the laws of the State of Florida and Columbia County, Florida, shall be the sole and exclusive venue for any legal action between the parties arising under this agreement.

9. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and supersedes any and all prior or contemporaneous understandings and representations. No covenants, term or provision of this agreement may be modified or waived except by writing duly executed by the legal representative of each party.

IN WITNESS WHEREOF, the parties have executed the agreement the day and year first above written.

COLUMBIA COUNTY, FLORIDA
Board of County Commissioners



Rocky Ford, Chair

CONTRACTOR



Roy Michael Null