

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement made this ____ day of April 2019, by and between Jonathan Castelli having an address of 3 Sedar Street, Newburgh, NY 12550 (hereinafter “Contractor”) and the City of Beacon, having offices at One Municipal Plaza, Beacon, New York 12508 (hereinafter the “City”).

WITNESSETH:

1. Services. The City hereby engages Contractor to perform the following services:

Serve as the “Volunteer Recruitment and Retention Coordinator”, who will develop, implement, maintain, and evaluate a comprehensive recruitment and retention program to attract, train, and retain qualified volunteers. The Recruitment and Retention Coordinator’s goal will be to recruit and retain nine (9) qualified volunteers within two years. The Recruitment and Retention Coordinator will work closely with the City of Beacon Fire Chief. The Recruitment and Retention Coordinator will conduct outreach to church groups, civic organizations, City employees, as well as host open houses and establish recruitment tables at special events at local colleges, Beacon High School, fire prevention events, parades, etc. The Recruitment and Retention Coordinator will develop and deploy a LED electronic sign at the main fire station dedicated to recruitment and retention; recruitment video and brochure; radio, cable TV, and newspaper advertising; direct mailings; posters; Beacon Fire Department website and social media. The Recruitment and Retention Coordinator will target marketing toward high school and college students, including women, veterans, and minority groups. The Recruitment and Retention Coordinator will coordinate incentives for these new recruits, including tuition assistance and stipends for books and lab fees; turnout gear and SCBA mask and face piece for those who complete Firefighter 1 certification. The Recruitment and Retention Coordinator will promote the completion of training programs and drills for new volunteers by coordinating coaching and mentorship assistance from existing Beacon Fire Department members. The Recruitment and Retention Coordinator will provide information about the SAFER-funded FASNY Tuition Reimbursement Program. The Recruitment and Retention Coordinator will be responsible for evaluating the effectiveness of our various incentive programs and marketing efforts.

Contractor represents that he has the requisite knowledge and skills to provide all such services. Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the above-described services for the City and that the City may enter into agreements with other contractors for the same or similar services.

2. Compensation. The City shall pay Contractor as follows:

In 2019, the rate of \$18.00 per hour will be paid to the Contractor by the City in consideration for the performance of the above referenced services, for an average of twenty (20) hours per week for a maximum of 1,000 hours and \$18,000 per year.

In 2020, of this Agreement, the rate of \$18.54 per hour will be paid to the Contractor by the City in consideration for the performance of the above referenced services, for an average of twenty (20) hours per week for a maximum of 1,000 hours and \$18,540 per year.

The above compensation is inclusive of any and all of the expenses incurred by Contractor in performing the above-described services for the City, including, without limitation, for such things as travel, copying expenses, postage, facsimile and telephone charges, mobile/cellular telephone service charges. The above compensation also is inclusive of any fees, fines, licenses, certificates, certifications, bonds or taxes required of or imposed against Contractor or its officers, employees or agents in connection with the performance of the above-described services.

The City has not guaranteed, promised or represented that it will utilize any minimum amount of the services to be performed by the Contractor under this Agreement. Contractor waives any claims to lost or anticipated profits based on the City's failure to utilize the Contractor's services to the full amount authorized to be expended under the Agreement.

3. Duration. This Agreement shall be in full force and effect commencing on April 1, 2019 and terminating on December 31, 2020 regardless of when it is actually signed, unless terminated sooner in accordance with the provisions of this Agreement.

4. Independent Contractor Status. Contractor shall not be considered as having employee status and enters into this Agreement and will remain throughout the term hereof an Independent Contractor of the City. Contractor and Contractor's officers, employees and/or agents, if any, are retained by the City only for the purposes and to the extent set forth in this Agreement. Contractor, its officers, employees and/or agents shall not be entitled to any rights or benefits afforded to the City's employees, including, without limitation, disability or unemployment insurance, workers' compensation, medical insurance, sick leave, retirement or any other employment benefit. Contractor is responsible for providing, at Contractor's sole expense, disability, unemployment, workers' compensation and all other forms of insurance, training, permits and licenses for Contractor and for Contractor's officers, employees and/or agents, if any. Contractor, its officers, employees and/or agents shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. Contractor, its officers, employees and/or agents, shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between the City and any of its employees. Contractor

acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of the City. Contractor shall be responsible for paying, when due, all income or other taxes incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. Contractor will indemnify the City for any tax liability, interest, and/or penalties imposed upon the City by any taxing authority based upon the City's failure to withhold any amount from the payments for tax purposes.

5. Principal Contact Person. The principal contact person of the City shall be Gary VanVoorhis, City of Beacon Fire Chief, and all correspondence, reports and inquiries regarding this Agreement shall be directed to that person.

6. Invoices. Contractor will submit a timesheet and invoice for services rendered on a monthly basis, and payment to Contractor shall be made within thirty (30) days following the date the City receives the timesheet and invoice. The invoice shall include the dates on which services were rendered, the types of services rendered and the fees payable. The City shall give Contractor notice of any invoice dispute within twenty (20) days of its receipt and reserves the right to withhold payment pending the resolution of this dispute. Failure to dispute any invoice shall not be deemed as an acceptance and does not act as a waiver of the City's rights or prevent the City from availing itself of any remedy or course of action it has at law or in equity at a later date.

7. Right to Examine Records. The City shall have the right to examine any and all accounting records of Contractor, its officers, employees and/or agents as they pertain to the services provided pursuant to this Agreement.

8. Confidential Information. Contractor understands that in performing this Agreement he may have access to confidential information in possession of the City or others, including, but not limited to names, facts or information about individuals, businesses and families. Contractor may also have access to confidential information, potentially including information concerning children under the age of 18; personnel information and records; information regarding sensitive, confidential or internal City matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Contractor agrees it, its officers, employees and/or agents shall not reveal, publish, discuss, disclose or communicate the content of such confidential information, directly or indirectly to any third-party, except as explicitly provided for in this Agreement. Contractor understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Agreement. Contractor agrees that if he receives a subpoena for divulgence of confidential information, he shall notify the City prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section shall survive the expiration and/or termination of this Agreement.

9. Termination.

- a. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Upon such termination, Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination. It shall not be entitled to any additional payments, whether on account of lost profits or otherwise. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- b. This Agreement may be terminated for cause by the City in the event of a breach of this Agreement by Contractor, upon five (5) days' written notice from the City to Contractor, unless a shorter period of time is specifically provided for elsewhere in this Agreement.

10. Insurance. Contractor shall maintain, in full force and effect, during all times this Agreement is in force, the types and amounts of insurance specified in the attached Insurance Requirements Schedule [you need to supply this schedule or work with the City's counsel to incorporate specific insurance requirements into this paragraph]. All such insurance shall be underwritten by an insurer authorized and/or licensed to issue the applicable types of insurance in New York State and shall reflect that the City, its City Council, employees, officers and agents are additional insureds thereunder and that the City shall receive no less than 15 days written notice in the event of the termination thereof. Contractor shall provide the City with Certificates of Insurance reflecting the information required in this paragraph and as set forth in attached Insurance Requirements Schedule and evidencing that the City, its City Council, employees, officers and agents have been named as additional insureds. Contractor shall comply with all insurance requirements specified in the attached Insurance Requirements Schedule.

11. Workers Compensation. Contractor is not entitled to Workers Compensation insurance through the City. As such, Contractor may not recover any Workers Compensation benefits from the City, or its insurance carrier, for any illnesses/injuries that the Contractor may sustain while performing services under this Agreement. Contractor shall obtain Workers Compensation coverage if required to do so under New York State Law.

12. Indemnification. Contractor agrees that it shall defend, indemnify and hold harmless the City, its employees, officers, agents and the City Council for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by Contractor and its personnel to the City pursuant to this Agreement, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties by Contractor or any of its officers, directors, agents or

employees taken or made with respect to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the City, its employees, officers, agents and the City Council may be named as a party, notwithstanding that Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.

13. Discrimination. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, weight, gender, sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.

14. No Assignment. Contractor may not assign, transfer or convey any of its respective rights or obligations under this Agreement or subcontract any portion of the services set forth herein, without the prior written consent of the City, which consent may be withheld for any reason whatsoever or for no reason.

15. Cooperation in the Event of Litigation. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the City, Contractor, shall, at its own cost and expense, provide the City with all reasonable information and assistance in the defense or other disposition thereof.

16. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party, as set forth above. If such notice, demand or other communication is served personally, it shall be effective immediately. If such notice, demand or other communication is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice, demand or other communication is to be given, at the address set forth above. Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

17. No Waiver of Default. No failure by the City to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy upon a breach thereof, and no acceptance by the City of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

18. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.

19. Entire Understanding. This Agreement constitutes the entire understanding and agreement between the parties and any and all prior agreements, commitments, understandings and representations are merged herein and are of no further force and effect.

20. Governing Law. This Agreement shall be governed by the laws of the State of New York. Any litigation between the parties shall be venued in an appropriate court located in Westchester County, New York.

21. Construction. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

22. Authority to Enter Agreement. The undersigned representative of Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Contractor with full legal rights, power and authority to enter into this Agreement on behalf of Contractor and to bind Contractor with respect to the obligations enforceable against Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONTRACTOR

CITY OF BEACON

Signature

Signature

Print Name

Print Name

Print title

Print title

Social Security or Federal ID Number

Date

Date