

## **INDEPENDENT CONTRACTOR AGREEMENT**

This is an Independent Contractor Agreement ("this Agreement") between the **Jacksonville Police and Fire Pension Fund** ("PFPF"), and **McCague and Company LLC** ("McCague"). This agreement will become effective September 1, 2016, subject to ratification by the PFPF Board of Directors at its next regular meeting.

### **Recitals**

1. PFPF is a single-employer contributing defined benefit pension plan covering all full-time police officers and firefighters of the Consolidated City of Jacksonville which is in the process of recruiting and retaining an Executive Director/Plan Administrator and in the meantime needs a consultant to handle the duties of Executive Director/Plan Administrator on an interim basis.

2. McCague has considerable experience and knowledge relative to fulfilling the responsibilities of the consultant role described herein.

3. In this interim consultant role, McCague will report to and take general direction from the Executive Director beginning on September 1, 2016 through November 30, 2016.

In consideration of the mutual promises set forth in this Agreement, PFPF and McCague agree as follows:

### **Description of Work**

4. McCague shall perform work as an independent contractor as requested by the Executive Director. The responsibilities may include any transitional support necessary for the Executive Director, communication and resolution of matters related to City Council, strategic work with the Finance Investment and Advisory Committee, outreach efforts to the community or specific assignments related to investment or actuarial activities.

### **Time Devoted to Work**

5. In performing services under this Agreement, PFPF will rely on McCague to work a number of hours as reasonably necessary to adequately perform services under this Agreement with approval from the Executive Director.

### **Payment of Fees**

6. For providing services to PFPF, PFPF shall pay to McCague an hourly rate of \$120.00, plus reimbursement for reasonable out-of-pocket expenses McCague incurs in performing services under this Agreement. McCague shall submit an invoice for such fees and expenses monthly, and PFPF will pay each monthly invoice within 10 business days of its receipt of same.

### **Term of Agreement**

7. The term of McCague's independent contractor relationship under this Agreement shall be from September 1, 2016 thru November 30, 2016 with either party having the right to terminate this Agreement at will upon 30 days' written notice.

## **Relationship of the Parties**

The parties to this Agreement intend and stipulate that the relationship between them as created by this Agreement is that of principal/independent contractor. McCague's President shall not be deemed and shall not hold herself out to be a PFPF employee, agent, or servant, nor shall McCague and PFPF be deemed to be engaged in any partnership, joint venture, or other business relationship other than that of principal/independent contractor.

The Board agrees that McCague may provide consulting services to other organizations while this contract is in effect.

8. McCague shall meet all local, state and federal requirements including payment of all fees, insurance and taxes required to operate and/or engage in its consulting business.

9. PFPF shall not withhold from McCague's fees any amount for federal income taxes, RCA, or any other legal deductions. Except where required by law, PFPF shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for McCague or any employees of McCague. Such withholding and payments shall be McCague's responsibility.

## **Control of Work**

10. McCague shall have sole control of the manner and means of performing its services under this Agreement, with PFPF only being interested in the end result of McCague's performance. The results of any services performed by McCague must be to the satisfaction of the Executive Director.

## **Savings Clause**

11. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and shall be construed to effectuate the purpose and intent of this Agreement.

## **Applicable Law**

12. This Agreement shall be governed by the laws of the State of Florida, and any action for breach of the terms of this Agreement shall be commenced in a court of competent jurisdiction within Duval County, Florida where jurisdiction and venue shall lie.

## **Modification**

13. This Agreement may not be modified except by a written agreement signed by both parties.

## **Incorporation**

14. This Agreement expressly supersedes all practices, understandings, and agreements, whether written or oral, not specifically set forth in this Agreement. This Agreement constitutes the entire agreement between PFPF and McCague, and there are no other agreements or understandings concerning this Agreement which are not fully set forth in this Agreement.

IN WITNESS WHEREOF, PFPF, by its authorized representative, and McCague, by its authorized representative, have executed this Agreement, with a correction in the effective date, this \_\_\_\_\_ day of August, 2016.sul

**Jacksonville Police & Fire Pension Fund**

**By: \_\_\_\_\_  
Richard Tuten, Board Chairman**

**Witness: \_\_\_\_\_**

**Beth McCague and Company LLC**

**By: \_\_\_\_\_  
Beth McCague**

**Witness: \_\_\_\_\_**