

INDEPENDENT CONTRACTOR AGREEMENT
HOUSING SPECIALIST SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made this ___ day of August, 2021, by and between THE COMMISSIONERS OF CAMBRIDGE (the "City"), a Maryland municipal corporation, and YVETTE L. ROBINSON (the "Contractor").

WHEREAS, the City desires to retain the Contractor, as an independent contractor, to provide Housing Specialist services upon the terms and conditions of this Agreement; and

WHEREAS, the Contractor desires to act as an independent contractor for the City and to provide Housing Specialist services upon the terms and conditions of this Agreement.

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

1. Appointment of the Contractor. The City hereby appoints the Contractor, as an independent contractor and not as an agent or employee of the City, to provide Housing Specialist services to the City, subject to the terms and provisions of this Agreement. As an independent contractor, Contractor is free to work in other capacities during the term of this Agreement, so long as the Contractor provides the services for the City as agreed to herein and avoids any engagements that may reasonably be expected to conflict with the City's interests. The Contractor shall have no independent authority to bind the City or execute any agreement or contract on the City's behalf without the express written authorization of the City Council or its designee.

2. Responsibilities of the Contractor. The Contractor agrees to provide the following Housing Specialist services and shall be expected to:

A. Provide oversight and full management of the City's housing and neighborhood revitalization program;

B. Prepare Department of Public Works ("DPW")/Housing recommendations to the Mayor, City Commissioners, City Manager, and other City commissions, Department Heads, and agencies;

C. Provide accurate information to property owners, developers, community organizations, and the general public;

D. Conduct site and field inspections;

E. Prepare computer based and hard copy graphic materials;

F. Conduct research studies, surveys, and interviews to obtain data to assist in formulating housing policies and development projects and assess the environmental impact of proposed projects;

- G. Prepare grant applications;
- H. Oversee special projects as assigned;
- I. Analyze, plan, and manage complex housing development and servicing projects;
- J. Proactively propose, evaluate, and execute residential and affordable housing strategies for successful implementation, including the creation of housing itself as well as identifying future needs and attracting investors, developers, and homebuyers;
- K. Identify and search out financial resources and ongoing sources of funding for the City's resident housing program and housing project;
- L. Serve as Program liaison to developers, banks, architects, attorneys, the community, local organizations, and other government agencies;
- M. Use financial analytical skills with an in-depth understanding of affordable housing finance, including the low-income housing tax credit and tax-exempt bonds;
- N. Analyze and structure complex financial strategies and packages;
- O. Use principles and practices of budget development, administration, and accountability;
- P. Know principles and practices of contract administration and evaluation;
- Q. Perform technical report writing and preparation of correspondence;
- R. Promote the importance of resident housing within the community;
- S. Possess techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and staff;
- T. Prepare land use maps, zoning maps, drawings, diagrams, graphs, charts, photographs, and video and other display materials related to analyses and reports;
- U. Coordinate and perform complex urban renewal functions, working under the direct supervision and guidance of the City Planner; and
- V. Perform other tasks as assigned by the City Planner.

The Contractor is responsible for any and all tasks, necessary and incidental, to perform the foregoing services and all other requirements of this Agreement. Except as otherwise stated herein, the Contractor shall report directly to the City Planner in performing the foregoing services and all other requirements of this Agreement.

3. Time Requirements. The Contractor will not be required to follow or establish a regular or daily work schedule, but shall devote during the term of this Agreement the time, energy, and skill as necessary to perform the services described in Section 2 herein. Despite the foregoing, the parties agree that one hundred fifty (150) hours per month is a reasonable estimate of the time necessary to perform such services. The Contractor is free to work in any location appropriate to perform the services described in Section 2 herein; provided, however, that the Contractor shall work a minimum of seven (7) consecutive days per month in the City of Cambridge. The City shall provide the Contractor with office space, materials, and equipment while she is working in the City of Cambridge.

4. Fees to Contractor. The Contractor shall provide the services contracted for herein to the City for a total fixed sum of SIXTY-EIGHT THOUSAND DOLLARS (\$68,000.00). Upon the commencement of the term set forth in Section 11 herein, the Contractor shall be paid in eleven (11) installments of FIVE THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$5,666.00) and one instalment of FIVE THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS (\$5,674.00), each to be paid once a month.

5. Other Payments, Expenses, Taxes. Except as provided herein, the Contractor shall be entitled to no benefits, fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly, or otherwise satisfy any expenses of the Contractor in connection with the performance of her obligations under this Agreement, except as otherwise provided herein. It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any and all other fees, taxes, and expenses of any kind. In the event that the Contractor is deemed not to be an independent contractor by any local, State, or Federal governmental agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs, and expenses, including, but not limited to, attorney's fees incurred as a consequence of such determination.

5. Indemnification. The Contractor shall indemnify and hold harmless the City, including its officers, agents, and employees, from and against all actions, claims, suits, damages, costs, penalties, or expenses of any kind, including attorney's fees, which may be brought or made against the City or which the City must pay and incur by reason of, or in any manner resulting from, any injury to, or death of, any person or damage to property of any kind, which injury, death, or damage arises out of or is in any way connected with the Contractor's performance of services under this Agreement. Furthermore, under no circumstances shall the City be liable for any injury to the Contractor, including any and all costs and expenses relating in any way to said injury, except, to the extent permitted by law, where an injury to the Contractor shall occur as a direct result of the sole negligence of the City or its officers, agents, or employees.

6. Construction and Legal Effect. This Agreement constitutes the entire understanding between the parties relating to the relationship outlined herein and conclusively supersedes all prior writings, negotiations, or understandings, whether oral or written, with respect thereto. No modification or addition to this Agreement shall have any effect whatsoever, unless set forth in writing and signed by both parties hereto.

7. Non-Assignability. This Agreement shall not be assignable or transferable by the Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

8. Relief. In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that, in such event, monetary damages may be inadequate to protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such *ex parte*, preliminary, interlocutory, temporary, or permanent injunctive or other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of her obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

9. Costs. In the event of a breach or nonfulfillment of any term, covenant, or provision of this Agreement by the Contractor, the Contractor shall be responsible for any and all costs and expenses, including reasonable attorney's fees, incurred by the City on account of such breach.

10. Enforcement Provisions. The failure of the City or the Contractor at any time to enforce any of the provisions of this Agreement, or any right with respect thereto, shall in no way be construed to be a waiver of such provisions or right, or in any way affect the validity of this Agreement. The exercise by either party hereto of any rights under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or any other rights under this Agreement.

11. Term. This Agreement shall be in force for a period from August 13, 2021 to August 13, 2022. This Agreement may be extended for one (1) or more additional terms at the initiation of the City and upon written agreement of the parties.

12. Immediate Termination. Notwithstanding anything to the contrary herein contained, the relationship under this Agreement may be terminated immediately upon the occurrence of any of the following:

- A. In the event the Contractor shall fail or refuse to comply with the reasonable policies, standards, and regulations of the City from time to time established.
- B. In the event the Contractor shall fail, refuse, or be unable to faithfully, diligently, or properly perform the services set forth in Section 2 herein, as determined by the City.

- C. In the event adequate funds have not been appropriated by the City Council in the City's annual budget for the purposes set forth herein. The Contractor is advised that the City does not and cannot guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). If any portion of the term of this Agreement extends beyond the City's current fiscal year, the Agreement is subject to the availability of funds for that portion of the Term that extends beyond the City's current fiscal year. The Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the City Manager that adequate funds have been appropriated for such purposes in the budget for the relevant fiscal year. Upon termination as set forth in this subsection, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.
- D. In the event of a bona fide determination by the City that it would be in the public interest to discontinue the Contractor's services and terminate this Agreement.

13. Rights on Termination.

- A. In the event of termination, the City shall have no further responsibility to the Contractor except that any sums due to the Contractor for work properly performed prior to the date of termination shall be payable as otherwise provided herein.
- B. In the event of termination of this Agreement for any reason, the Contractor agrees to immediately return to the City all records and information or other written materials and the like which the City may have furnished in connection with her activities hereunder or which the Contractor may have obtained or prepared in the performance of this Agreement, so that none of the foregoing items or copies thereof shall remain in the Contractor's possession. In addition, any other property of the City shall similarly be returned to the City at the time of said termination, it being understood by the parties to this Agreement that all property, supplies, records, and materials supplied to the Contractor by the City, or obtained by the Contractor in the performance of this Agreement, shall remain, at all times, the sole property of the City.
- C. In the event of termination of this Agreement, no indemnity shall be paid by the City to the Contractor for any reason whatsoever, including but not limited to: (1) good will; or (2) like expenses of any nature.

14. Notice. All notices under this Agreement shall be in writing and shall be deemed given when sent by mail, postage prepaid, or by hand delivery, to the addresses set forth below:

If to the City:

The Commissioners of Cambridge
Attn: City Manager
410 Academy Street
Cambridge, Maryland 21613

If to the Contractor:

Yvette L. Robinson
30678 Little Mack Avenue, #203
Roseville, Michigan 48066

15. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof, or for remedy for breach hereof, shall be brought exclusively in the courts of the State of Maryland for Dorchester County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer, or remove such suit in or to the courts of any other jurisdiction.

16. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

17. Offset. In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS/ATTEST:

THE COMMISSIONERS OF CAMBRIDGE

Patrick Comiskey, City Manager

BY: _____ (SEAL)
Andrew Bradshaw, Mayor

Yvette L. Robinson (SEAL)

Approved as to form:

Patrick W. Thomas, Esq., City Attorney

Council Agenda Report

Date: August 9, 2021

Prepared by: Pat Escher, A.I.C.P., Division Manager

SUBJECT: Contract for the Housing Specialist Position pursuant to the DHCD Grant Cambridge MD – 18 CD – 31.

Recommendation: Staff recommends that the Council approve the contract to hire Ms. Yvette Robinson to fulfill the remaining year of contractual employment for the Pine Street Neighborhood revitalization efforts.

Discussion: Ms. Robinson worked at the City for one year commencing June 18, 2018. During her tenure the City had robust community outreach program and several guiding documents were prepared and adopted by the City with her assistance. Ms. Robinson has extensive housing background working in the City of Highland Park and the Detroit area. Ms. Robinson will be working both remotely and locally with spending a minimum of seven days a month here in Cambridge. Except for the month of August, Ms. Robinson's schedule will coincide with a Council meeting, and she will give monthly updates to the Commissioners. If there are times when Ms. Robinson needs to be in Cambridge for a longer period of time, she is willing to work with the City to accommodate that schedule.

Ms. Robinson's salary of \$68,000.00 will be fully funded by the grant.

Fiscal Impact: NA

Approved by: *Patrick C. Comiskey, City Manager*