

CONTRACT EMPLOYEE EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 25 day of April, 2016, by and between Larry Beaver ("Contract Employee") and the City of Key West, Florida ("City").

WITNESSETH

WHEREAS, a Citizen Review Board (CRB) for the City of Key West was created by referendum on November 5, 2002; and

WHEREAS, the CRB is authorized to employ an Executive Director to handle the day to day business matters of the CRB; and

WHEREAS, the CRB selected Larry Beaver as Executive Director at its meeting of May 19, 2014, and desires to renew his term; and

WHEREAS, the Contract Employee has agreed to perform the services required for the CRB as an "at will" contract employee of City;

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

Section 1 – DUTIES

City hereby employs the services of the Contract Employee to perform the functions and duties assigned by the CRB as set forth in Exhibit "A," attached hereto and made a part hereof.

Section 2 – TERM

2.1 This Agreement is for services to be performed commencing on June 2, 2016 and to continue until September 30, 2017, unless earlier terminated as provided herein.

2.2 The CRB, acting on behalf of the City, and the Contract Employee shall each have the right to terminate this Agreement immediately at any time, with or without cause.

Section 3 – SALARY AND ALLOWANCE

3.1 The City shall pay Contract Employee for services rendered pursuant to this Agreement an annual salary of \$46,350.00 (Forty-Six Thousand Three Hundred and Fifty Dollars and no/00 cents). This amount shall be paid in equal installments every two weeks on the same schedule as other employees of the City. There shall be no overtime payment. Travel expenses shall be paid at the same rates paid by City to its employees from amounts budgeted for CRB expenses.

3.2 It is understood and agreed that Contract Employee shall not participate in the Civil Service System, the City Retirement Plan, nor shall the Contract Employee accrue any other of the ordinary benefits of employment of the City. Notwithstanding the same, Contract Employee shall be covered by the City's Standard Health/Life/Dental/Vision policy and worker's compensation coverage afforded to other city employees and city scheduled holidays.

3.3 Effective October 1, 2016, Contract Employee shall be entitled to a cost of living increase on the same basis as provided to City employees of comparable position.

Section 4 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

4.1 Contract Employee shall perform his duties under this Agreement in a manner satisfactory to the CRB. The Contract Employee serves at the pleasure of the CRB members and does not report to and is not subject to the direction of the City Manager of the City of Key West. Therefore, all disciplinary matters related to the performance of the Contract Employee are the sole responsibility of the CRB.

4.2 The Contract Employee shall carry out the duties and implement the policies set forth in Section 1.07 of the Charter of the City of Key West. The Contract Employee understands and agrees that he does not have the capacity to bind the City of Key West contractually, and therefore shall submit all contracts, leases and other such documents related to the CRB to the City Manager for execution.

4.3 This Agreement shall become effective upon execution by all parties.

4.4 This Agreement may not be modified or changed in whole or in part except by written amendment signed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

CONTRACT EMPLOYEE



Larry Beaver, Executive Director
Citizen Review Board
Date: 4/25/2016

CITY OF KEY WEST

Jim Scholl, City Manager
Date: _____

CRB BOARD CHAIRMAN




Michael Behrend, Chairman
Citizen Review Board
Date: 4/25/2016

ATTEST:

Cheryl Smith, City Clerk
Date: _____

Larry Beaver

	THE CITY OF KEY WEST Job Description	CONTRACT POSITION APPOINTED BY CITIZENS REVIEW BOARD	
		DATE OF REVISION	4-30-14
POSITION	EXECUTIVE DIRECTOR	ANNUAL SALARY	\$45,000.00
DEPARTMENT	CITIZENS REVIEW BOARD	GRADE	C01 No Benefits
JOB CODE	4275		

REPORTING RESPONSIBILITIES:

- Reports directly to Citizens Review Board.

GENERAL FUNCTIONS:

- The CRB is an independent board with authority to review and/or investigate complaints involving the Key West Police Department. Executive level position that will direct major operations of the CRB including supportive services, records and information production/management and communications with City of Key West, KW Police Department, various State/Local agencies and the general public.

ESSENTIAL FUNCTIONS (Without Accommodations):

- Able to read, write, speak and understand English in order to perform the duties of the job.
- Able to work a forty (40) hour workweek with additional hours as necessary.
- Must be available for regular and special meetings.
- Able to use equipment and materials as specified in job description.
- Computer literate and keyboard/mouse proficient.
- Qualified applicant must be resident of Monroe County.

EQUIPMENT TO BE USED:

- Personal computer and related software and office machines—fax, telephone, copier.

ENVIRONMENT:

- Majority of work to be done in air-conditioned and non-air conditioned buildings.

PHYSICAL REQUIREMENT:

- Sitting 60%
- Standing 15%
- Climbing 5%
- Bending 5%
- Reaching 5%
- Walking 5%
- Lifting 5%

DUTIES/TASKS/JOBS:

- Directs the major program area of the CRB.
- Develops, reviews and presents reports, studies and research relating to the CRB operation and at the direction of the Board.

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APR 30 2014
BY: _____

- Administers, interprets and explains policies, rules, regulations, and consults with legal staff.
- Secures and directs supportive staff to ensure continuing operations.
- Consults with related agencies and other private organizations.
- Solves problems by implementing corrective action.
- Heavy contact with the public.
- Requires excellent people skills and be able to handle difficult/sensitive matters in an appropriate and professional manner.
- Organizing, planning and prioritizing.
- Provides consultation and advice to others.
- Analysis of data or information.
- Processes information.
- Making decisions and solving problems.
- Getting information needed to do the job.

REQUIRED KNOWLEDGE, SKILLS/QUALIFICATION AND ABILITIES:

- Ability to coordinate
- Writing skills
- Judgment and decision making
- Reading comprehension
- Time management (scheduling)
- Public speaking
- Information gathering
- Social perceptions
- Cultural/Ethnic sensibility
- Administrative and management skills
- Law, Government and Jurisprudence.

Periodically duties, equipment, material, and/or job setting(s), other than those listed, are required and will be considered as part of the regular job while in effect.

The listing of tasks is in no way to be considered a complete listing of all possible tasks, nor is the requirement for an ability or skill a guarantee that the ability or skill is going to be used.

I LARRY T. BEAVER, have read this job description and hereby agree with the above noted "Acknowledgments" and, if hired, that I can perform these and related duties as assigned. I further affirm that I understand this job description may be amended periodically, as is the right of the Citizens Review Board.

Larry T. Beaver
Applicant Signature

4/28/2014
Date

THE CITY OF KEY WEST IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION/ VETERANS PREFERENCE EMPLOYER & A DRUG-FREE WORKPLACE

Apply at: City Hall, Office of Human Resources
3102 Flagler Avenue
Key West FL 33040
Telephone: (305) 809-3714