

INTERIM CITY ATTORNEY EMPLOYMENT AGREEMENT

This Agreement is made and entered into this **6th day of May 2025**, by and between The City of Key West, Florida, a local governmental agency operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, ("City"), whose main business is located at 1300 White Street, Key West, Florida 33040 and **KENDAL HARDEN**, ("Interim City Attorney"). City and Interim City Attorney hereby agree as follows:

1. Recitals. City desires to employ an Interim City Attorney for the City of Key West, who shall serve as the City Attorney pursuant to 4.06 of the City Charter and the Code of Ordinances until such time as a permanent City Attorney is selected.

2. Employment. City hereby currently employs Interim City Attorney as the Chief Assistant City Attorney as well as the Interim City Attorney and Interim City Attorney accepts the additional employment pursuant to the terms and conditions below.

3. Full Time Employment and Benefits. City and Interim City Attorney agree that the position of Interim City Attorney will be a full-time position. The parties recognize the hours worked by Interim City Attorney will necessarily require time outside typical office hours. The Interim City Attorney will dedicate forty (40) hours per week plus additional hours as are necessary to perform the duties of City Attorney. Interim City Attorney shall retain the same level of benefits enjoyed as the Chief Assistant City Attorney including, but not limited to, retirement, sick and annual leave (Subject to buyout as other full-time City employees), holidays, health, dental vision and life insurance.

4. Term of Agreement; Termination; Resignation.

A. Normal Term. The term of this Agreement shall be for the period beginning May 6, 2025, as per **Resolution No. 25-XXX**, approved by the City Commission on May 6, 2025, continuing until the permanent City Attorney's first day of employment. At which time, Interim City Attorney will continue in her previous position of Chief Assistant City Attorney with a minimum salary and benefits adjusted to match that which would have been in effect at the time she is so reinstated had she not entered into this Agreement.

B. Extension of Term. This Agreement will only be extended by subsequent vote of the City Commission.

C. Termination of Agreement.

1. Interim City Attorney acknowledges, in the position of Interim City Attorney, she serves at the pleasure of a majority of the City Commission. In the event a majority of the City Commission terminates this Agreement for any reason, Interim City Attorney will be returned to her position as Chief Assistant City Attorney with a minimum salary and benefits adjusted to match that which would have been in effect at the time she is so reinstated had she not entered into this Agreement.

2. **By Normal Expiration.** This Agreement is terminated upon its normal expiration date as stated in Section 4.A.

D. Resignation by Interim City Attorney. In the event that Interim City Attorney resigns from the position of Interim City Attorney prior to the normal expiration date, she will be returned to her previous position of Chief Assistant City Attorney.

5. Conflict of Interest Prohibition. The Interim City Attorney shall not violate provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.

6. Base Salary. The City will pay to Interim City Attorney, as and for a base salary, the sum of Two Hundred and Two Thousand Dollars (202,000.00) per annum; the base salary shall increase at the same time and same percentage rate as afforded to City Department Heads each fiscal year. Payments shall be made in accordance with the City's standard payroll procedure. Additionally, a cell phone allowance of \$150.00 per month will be paid on the second pay period of each month.

7. Travel Reimbursement. City agrees to pay to or reimburse Interim City Attorney for the costs of meals, other expenses and lodging incurred by Interim City Attorney that may be necessary, required, or appropriate in fulfilling Interim City Attorney's duties and responsibilities under this Agreement. Meals, other expenses and lodging will be paid for or reimbursed at the rates specified in Section 112.061, Florida Statutes, or as permitted under City Ordinance, whichever is greater, as with any other City employee.

8. City Retirement System. City agrees that Interim City Attorney will continue to be a member of the General Employees Retirement Plan of the City. City and Interim City Attorney will contribute such amounts at such times in accordance with standard City policy and procedure.

9. Duties and Responsibilities.

A. General. Interim City Attorney will have those responsibilities and perform those duties which are listed in the City Charter, the City Code of Ordinances, state and federal law. The Interim City Attorney shall also perform such other

legally permissible and proper duties and functions as the City Commission shall from time-to-time assign.

- B. Availability.** Interim City Attorney will be reasonably available to City Commissioners and key City staff twenty-four (24) hours per day. Such availability will be by telephone or electronic messaging, or in person.

10. Professional Development and Memberships. The City agrees to annually budget and to pay the reasonable membership dues for professional trade associations or organizations at the national and state level. Travel and subsistence expenses of the Interim City Attorney for professional and official travel, conferences, meetings, seminars and other occasions, adequate to continue her professional development and to pursue official and other functions of the City.

11. Personal Leave. The City and Interim City Attorney agree that, due to the variety of hours worked and requirements of the position of Interim City Attorney, interference with Interim City Attorney's family life is to be expected and it is recognized that Interim City Attorney may from time to time be absent herself during normal business hours for personal or family time; provided, however, that Interim City Attorney remains reasonably available to City Commissioners and key City staff by telephone or other electronic means. Such personal time or family time will not be considered or debited against vacation time.

12. Indemnification. The City will defend, hold harmless and indemnify Interim City Attorney against any tort, professional liability, or other legal demand, claim, or action which is related directly or indirectly to Interim City Attorney's lawful actions in her capacity as Interim City Attorney.

13. Miscellaneous Provisions. This agreement is made in the State of Florida and is governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neuter as the context requires. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall remain in full force and effect, and the offending provision shall be amended to the nearest legally permissible term as permitted by law so as to effectuate the intent of the parties. This Agreement is a joint result of the parties' negotiations and shall not to be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Venue for any litigation involving this agreement shall be Monroe County, Florida.

IN WITNESS WHEREOF the parties have executed this Agreement on this _____
day of January 2025 in accordance with City Commission Resolution:_____.

DANISE HENRIQUEZ, MAYOR CITY OF KEY WEST

Date:

KENDAL HARDEN, INTERIM CITY ATTORNEY

Date:

ATTEST:

KERI O'BRIEN, CITY CLERK

Date: