

CONSULTING AGREEMENT

This Agreement is made and entered into this ____ day of December, 2014, by and between DONALD LELAND CRAIG, doing business as The Creative Edge, hereinafter "CRAIG", and the City of Key West, Florida, a corporation, hereinafter "City".

WITNESSETH

WHEREAS, the City provides planning, historic preservation, growth management and development services essential to the community and citizens of Key West; and

WHEREAS, CRAIG has the necessary expertise and experience, has served as the City Planner for a period of four years, and has significant background and knowledge of all pending planning efforts and issues; and

WHEREAS, the City requires additional support to perform the above referenced services essential to the City; and

WHEREAS, CRAIG has agreed to perform such services for the City pursuant to the terms of this Agreement; and

WHEREAS, the City and CRAIG mutually desire to enter into an agreement whereby CRAIG will provide services to City, including planning, growth management and development review, for a limited period of time.

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

I. SCOPE OF WORK

a. The City hereby offers to engage CRAIG, and CRAIG hereby accepts such offer of engagement, to perform the functions and duties as set forth in Exhibit "A", which is attached hereto and incorporated by reference, and to perform other such duties and functions as the City Manager may assign from time to time. CRAIG shall perform his duties pursuant to this Agreement in a manner satisfactory to City.

b. Additionally, CRAIG shall serve as a Senior Advisor and Planning Director Emeritus, assisting City's Planning Department and other personnel in the furtherance of the normal business of the Planning Department and other departments, as directed by the City Manager. Craig shall be available on call by phone, email, video conference and other such electronic means to assist City staff on a daily basis.

II. TERM AND TERMINATION

a. With regard to the services to be performed pursuant to paragraph I(a) herein above, the term of this Agreement shall be for a period commencing on December 3, 2014, and ending on December 2, 2015, unless this Agreement is terminated earlier as provided herein.

b. With regard to the services to be performed pursuant to paragraph I(b) herein above, the term of this Agreement shall be for a period commencing on December 3, 2014, and ending on February 27, 2015, unless this Agreement is terminated earlier as provided herein. The City shall have the option to extend CRAIG'S services pursuant to this paragraph on a month-to-month basis for a period not to exceed 6 months.

c. The City may terminate this Agreement at any time, with or without cause. In such event, the City Manager shall issue CRAIG a written notice of termination and CRAIG shall cease work immediately upon receipt of the notice, unless the notice of termination otherwise provides for an effective date of termination. Upon termination, CRAIG shall be entitled to compensation on a pro-rata basis as of the date of termination. CRAIG shall have the right to terminate this Agreement at any time, with or without cause, and shall be entitled to compensation on a pro-rata basis as of the date of termination.

d. CRAIG shall be entitled to payment only for services rendered to the date of termination or resignation.

III. COMPENSATION

The City shall compensate CRAIG for services rendered pursuant to this Agreement at the rate of \$50,000.00 per year, payable in equal monthly installments. In the event City requests that CRAIG travel to Key West for meetings or presentations, and to the extent that CRAIG had not previously arranged for travel to Key West for other purposes, City shall reimburse CRAIG for travel expenses as provided for by City policy.

IV. SCHEDULE OF WORK

The parties expressly agree herein that CRAIG shall work a minimum of 20 hours per week and a maximum of 40 hours per week.

V. BENEFITS

CRAIG shall not be an employee of the City, shall not participate in the Civil Service System, and shall not accrue any of the customary benefits of a City employee, including, but not limited to: annual (vacation) leave, sick leave, holiday leave, pension benefits and health insurance.

VI. INDEMNIFICATION

CRAIG agrees to indemnify and save harmless the City, its officers, employees, and agents from all actions, claims, penalties and judgments for damages at law or equity of any nature whatsoever arising, or alleged to arise solely out of CRAIG's negligence in the exercise of rights or obligations conferred by this Agreement. CRAIG shall defend the City, and shall pay all reasonable expenses incurred by the City in defending itself, with regard to all damages and penalties the City may legally be required to pay as a result of the negligence of CRAIG as aforesaid. Expenses shall include all incidental reasonable expenses including attorney fees and shall include a reasonable value of any services rendered by the Office of the City Attorney. This covenant shall survive the expiration or termination of this Agreement. With the exception of the sole negligent, criminal and intentional acts of CRAIG, the City herein expressly agrees to defend and provide representation to CRAIG in the event suit is brought against CRAIG with respect to CRAIG's services rendered pursuant to this Agreement. Nothing in this indemnification is intended to constitute a waiver of the City's sovereign immunity rights pursuant to Florida law, including section 768.28, Florida statutes.

VII. ARBITRATION

In the event the parties to this Agreement disagree as to any provision of this Agreement, for a period of not less than thirty (30) days, the parties shall engage in good faith efforts to resolve the disagreement. If, after engaging in good faith efforts to resolve the disagreement, the parties shall submit to binding arbitration. Arbitration shall be through an Arbitrator mutually agreed upon by the parties. The decision of the Arbitrator shall be binding and non-appealable.

VIII. GENERAL PROVISIONS

This Agreement is the entire understanding of the parties. It shall be binding upon the parties and may not be amended except by a writing signed by the parties. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected by such ruling and shall remain in full force and effect. To the extent there is any conflict between the document attached hereto as "Exhibit A" and the terms of this Agreement, this Agreement shall prevail. The laws of Florida shall govern this Agreement and venue for any action hereunder shall be in Monroe County, Florida.

IN WITNESS THEREOF, the parties hereto have made their agreement this _____ day of December, 2014.

CITY OF KEY WEST, FLORIDA

By: _____
James K. Scholl, City Manager

ATTEST:

Cheryl Smith, City Clerk

Donald Leland Craig