RENEWAL OF INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT made this 1st day of October, 2022, between THE CITY OF KEY WEST, FLORIDA (the "City") and ROBERT CINTRON, JR. of 1503 Kennedy Drive, Key West, Florida 33040 (the "Attorney").

RECITALS

WHEREAS, the Key West Citizen Review Board (CRB) is an independent board of the City created by the citizens of Key West by way of an amendment to the City Charter; and

WHEREAS, under the amendment to the City Charter, the CRB is empowered to retain the services of an attorney; and

WHEREAS, the CRB determined that it is necessary to retain the services of an attorney in order that the CRB can fully and adequately fulfill its obligations under the City Charter; and

WHEREAS, in 2005 the CRB issued a Request for Proposal for legal services to be provided to the CRB; and

WHEREAS, the CRB accepted the proposal of the Attorney at a duly-noticed meeting of the CRB on May 14, 2007; and

WHEREAS, said agreement has been renewed on a yearly basis by consent of both parties and now both parties have desire to continue the renewal of this independent contract by way of execution of this agreement at the rate of $20,000 FY 22-23 for a one year period; and

NOW, THEREFORE, IT IS AGREED:

1. The City agrees to retain and the Attorney agrees to provide professional services to the CRB on a part-time basis as general counsel to the CRB. It is the intent of this Agreement that the Attorney will not be an employee of the City of Key West; rather, the Attorney will have

the status of an independent contractor for the City of Key West, and will serve at the pleasure of the CRB and the City. The Attorney will not be entitled to the benefits that normally accrue to the employees of the City.

2. The term of this Agreement shall be one year commencing on October 1, 2022, and shall terminate one year from that date.

3. This Agreement may be terminated by either party with or without cause on thirty (30) days notice in writing, or should the legal existence of the CRB cease.

4. For the professional services provided under this Agreement, the Attorney shall be paid the sum of Twenty Thousand Dollars ($20,000) payable in quarterly installments of $5,000.00 commencing October 1, 2022 or as soon as such time the CRB has its requisitions for payment approved by the City Management.

5. The Attorney agrees that he will not represent clients in civil, criminal or administrative proceedings in which the City of Key West or the Key West Police Department is an adverse party or witness.

6. The Attorney will commit a minimum of 15 hours per month to CRB business including attendance at CRB meetings and continuing legal education seminars.

7. The Attorney acknowledges and agrees that in performing under this Agreement, the Attorney is subject to the Florida Public Records and Sunshine Laws.

8. During the term of this Agreement, the Attorney will insure that the professional services rendered by the Attorney to the CRB are covered by a standard legal malpractice insurance policy.

Signature page to follow

CITY OF KEY WEST, FLORIDA

By: _____

Its: _____

Date: _____

ATTEST:

_____
CITY CLERK

_____
ROBERT CINTRON, JR.

Date: _____

APPROVED BY CRB CHAIRPERSON

_____
Richard Haskins, Chair

Date: _____