

## **CONTRACT EMPLOYEE EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this 26 day of September 2022, by and between Thomas Pakenas ("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 Thomas Pakenas as Executive Director at its meeting of October 22, 2018, 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 October 1, 2022 and to continue until October 1, 2023, 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 \$52,223.00 (Fifty-two Thousand Two Hundred and Twenty-three 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, 2022, 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 Citizen Review Board for review and then 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**

\_\_\_\_\_  
Thomas Pakenas, Executive Director  
Citizen Review Board  
Date: \_\_\_\_\_

#### **CITY OF KEY WEST**

\_\_\_\_\_  
Patti McLauchlin, City Manager  
Date: \_\_\_\_\_

#### **CRB BOARD CHAIRMAN**

\_\_\_\_\_  
Richard Haskins, Chairman  
Citizen Review Board  
Date: \_\_\_\_\_

#### **ATTEST:**

\_\_\_\_\_  
Cheryl Smith, City Clerk  
Date: \_\_\_\_\_

