

**CONTRACT EMPLOYEE
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 2010, by and between Stephen Muffler ("Contract Employee") and the City of Key West, Florida ("City") and effective October 1, 2010.

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 Stephen Muffler as Executive Director at its meeting of September 2008 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

1.1 City hereby employs the services of the Contract Employee to perform the functions and duties assigned by the CRB and carry out its day-to-day functions

Section 2 – TERM

2.1 This Agreement is for services to be performed commencing on October 1, 2010, and to continue for a term of one (1) year thereafter, 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 \$45,000.00 (Forty Five Thousand Dollars and no/00 cents). This amount shall increase in proportion to any wage increases given to city employees FY 10-11. This amount shall be paid in equal installments every two (2) 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 Contract Employee will be entitled to two (2) weeks paid vacation periods & sick pay comparable to other City Department Directors receive. Said vacation periods may be taken when the CRB's work load allows for such departures.

3.4 Contract Employee will carry out his duties by working 40 hours a week and be available as the work schedule requires, including evening meetings. Such scheduling and work locations will be accommodating and agreeable to both the Contracted Employee and the CRB.

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. 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.

(signature page to follow)

CONTRACT EMPLOYEE

Stephen Muffler, Executive Director
Citizen Review Board
Date: _____

CRB BOARD CHAIRPERSON

Susan Srch, Chairperson
Citizen Review Board
Date: _____

CITY OF KEY WEST

Jim Scholl, City Manager
Date: _____

ATTEST:

Cheryl Smith, City Clerk
Date: _____