

**PROFESSIONAL CONSULTING SERVICES AGREEMENT
BETWEEN
THE TOWN OF CUTLER BAY, FLORIDA
AND
DEBRA E. EASTMAN, MMC**

This Professional Consulting Services Agreement (this “Agreement”) is entered into by and between the Town of Cutler Bay, Florida, a Florida municipality (the “Town”) and Debra E. Eastman, MMC (the “Consultant”), jointly referred to as the “Parties”.

WHEREAS, the Consultant was previously employed by the Town as the Town Clerk and has provided consulting services to the Office of the Town Manager since April 1, 2015; and

WHEREAS, the Town wishes to engage the Consultant’s expertise in order to perform certain professional consulting services for the Town, such as assist in the review of departmental efficiencies and assist the Town Manager with special projects, as needed; and

WHEREAS, the Parties, through mutual negotiations, have agreed upon a scope of services (the “Services”) and fee for the aforementioned professional consulting services.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Consulting Services.**

Consultant shall perform professional consulting services for the Town as requested by the Town Manager, consisting of, but not limited to:

- Acting as a special consultant, as determined by the Town Manager, in projects requiring independent research and review;
- Assisting the Town Manager with general procurement processes;
- Assistance with Special Projects and events, as needed;
- And other special projects as requested by the Town Manager, as needed.

Consultant shall also assist the Town Manager in effecting smooth transitions and/or review departmental efficiencies within the different Town departments, as the Town Manager may determine and request.

2. **Term.**

The Term of this Agreement shall commence on _____ and continue in force until terminated in writing by the Town Manager.

Notwithstanding the foregoing, either party may terminate this Agreement upon three (3) calendar day’s written notice of the other party.

If this Agreement is terminated, the Consultant shall be paid for all Services performed up to the date of termination provided that Consultant first delivers to the Town all Work Product.

3. **Consideration.**

In consideration of the Consultant's Services rendered hereunder, the Consultant shall be paid \$120.00 per hour, the fee for services rendered will not exceed a total amount of \$25,000.00, plus out-of-pocket travel expenses including mileage and lodging requiring pre-approval from the Town Manager. Invoices shall be submitted on a monthly basis based on hourly rates and will show actual hours works, dates and nature of the service(s) performed.

Reimbursement for the reasonable and necessary expenses of the Consultant for postage, long distance telephone calls, document reproduction and pre-approved travel including mileage and lodging may be provided in accordance with pre-approval from the Town Manager and reimbursed to the Consultant within the Town Manager's authorized purchasing power.

The Town will report the fees earned by the Consultant to the Internal Revenue Service on IRS Form 1099 and the Consultant shall be responsible for paying any Federal, State, and/or Local Income taxes applicable to this compensation.

4. **Notices.**

All notices and communication to the Town or Consultant shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

TOWN:

Rafael G. Casals, Town Manager
Town of Cutler Bay
10720 Caribbean Boulevard, Suite 105
Cutler Bay, FL 33189

CONSULTANT:

Debra E. Eastman, MMC
14459 Dulce Real Avenue
Ft. Pierce, FL 34951

5. **Governing Law.**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

The Parties voluntarily waive any right to trial by jury in the event of any litigation between the Parties which in any way arises out of this Agreement or the Services. The prevailing party in any dispute under this provision shall be entitled to reasonable attorneys' fees and costs.

6. **Severability.**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. **Independent Contractor.**

Consultant shall be an independent contractor and not an agent or employee of the Town with respect to all of the Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the Parties.

8. **Compliance with Laws.**

Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services rendered.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the date listed below.

Debra E. Eastman

Town of Cutler Bay

By: _____
Debra E. Eastman, MMC

By: _____
Rafael G. Casals
Town Manager

Date: _____

Date: _____

Attest:

Jacqueline N. Wilson
Town Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE
OF THE TOWN OF CUTLER BAY, FL

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney