

**TOWN OF CUTLER BAY**  
**AGREEMENT FOR CONSULTING SERVICES**

**THIS CONSULTING SERVICES AGREEMENT**, is made and entered into this 23 day of ~~March~~ 2015 (the "Agreement") by and between the Town of Cutler Bay, a municipal corporation of the State of Florida (the "Town"), and Debra E. Eastman (the "Consultant").

In consideration of the mutual covenants set forth in this agreement, the parties agree as follows:

**SCOPE OF SERVICES**

The Consultant shall perform consulting services ("Services") as needed for the Office of Town Manager on a month to month basis, consisting of but not limited to:

- Acting as special consultant in the selection process of new Town Clerk
- Assisting Town Manager in the procurement process
- Special projects and Event Planning
- And other projects as requested by the Town Manager.

This Agreement shall not restrict Consultant from providing services to or on behalf of other person, entities or companies so long as such services rendered do not conflict with Consultant's obligations to the Town under this Agreement.

**COMPLETION OF SCOPE OF SERVICES**

Consultant shall use her best efforts to complete the Services within reasonable time limits.

The Town shall provide Consultant with a Town email address for the Consultant to utilize in providing the Services.

**FEES FOR SERVICES**

Consultant shall be paid \$~~1,300.00~~ 1,300.00 monthly beginning 4/1/15 and shall not exceed a total amount of \$24,900.00. Fees shall be billed and paid pursuant to invoices which the Consultant is required to submit to the Town on a monthly basis.

Consultant shall pay all of her own expenses incurred in performing the Services, except the Town shall reimburse Consultant for expenses that have been pre-approved in writing by the Town Manager or his designee.

Approved monthly invoices shall be promptly processed for payment by the Town pursuant to Section 218.70, Florida Statutes, upon receipt of the Consultant's invoice.

**WORK PRODUCT/OWNERSHIP OF DOCUMENTS**

All original documents that result from Consultant providing the Services (“Work Product”) shall be the property of the Town.

Upon termination of this Agreement, or upon request of the Town Manager during the term of this Agreement, any and all Work Product shall be delivered to the Town by the Consultant.

**TERM/TERMINATION**

The Term of the Agreement shall commence on April 1, 2015 and continue in force until terminated in writing by the Town.

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

**ENTIRE AGREEMENT**

The parties hereby agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

**RECORDS**

Consultant agrees that all records, books, documents, papers and other information that result from Consultant providing Services to the Town under this Agreement (“Records”) shall be the property of the Town.

Upon termination of this Agreement, any and all records shall be delivered to the Town by Consultant within ten (10) calendar days. Consultant shall maintain records, books, documents, papers and financial information pertaining to the Services provided under this Agreement during the term of this Agreement and for a period of three (3) years following termination of the Agreement. The Town Manager or his designee shall have access to and the right to examine and audit any Records involving Consultant’s Services. The restrictions and obligations of this section of this Agreement shall survive any expiration or termination of this Agreement and shall continue to bind the Consultant, her heirs, successors and assigns.

**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  
14459 Dulce Real Avenue  
Ft. Pierce, FL 34951

**GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties hereto waive all right to trial by jury in any action, suit or proceeding brought to resolve any dispute, whether related to, or incidental to this Agreement.

**SEVERABILITY**

If any term or provision of the 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.

**INDEPENDENT CONTRACTOR**

Consultant shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and 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.

Consultant shall be responsible for the payment of all taxes and withholdings in connection with earnings. The Town will remit fees earned by Consultant to the Internal Revenue Services on IRS Form 1099.

Consultant shall be solely responsible for any injuries suffered by Consultant or her employees. It is clearly understood that the Town will not provide workers' compensation insurance for Consultant or her employees. Consultant shall provide her own equipment, material and supplies necessary to perform the Services except that the Town shall provide the Consultant with a computer owned by the Town to be utilized by the Consultant exclusively in the performance of this Agreement.

**INDEMNIFICATION**

Consultant agrees to indemnify, defend and hold the Town and its officers, directors, officials, employees and agents harmless from and against all fines and penalties, costs and expenses (including but not limited to attorney's fees), suits, actions, damages, judgments, claims, demands, liabilities, losses and causes of action which may be assessed against or suffered or incurred by the Town arising out of, incident to or in connection with any Services provided or any activities conducted by Consultant under this Agreement which are based upon negligence or intentional tort, or upon a breach of this Agreement by Consultant.

Attest:

TOWN OF CUTLER BAY

By: \_\_\_\_\_

By: Rafael Casals  
Rafael G. Casals  
Town Manager

Date: \_\_\_\_\_

Date: 3/27/15

CONSULTANT

By: Debra E. Eastman  
Debra E. Eastman

Date: 3/23/15

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF TOWN OF  
CUTLER BAY, FLORIDA ONLY

[Signature]

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