

8 CONSENT AGENDA

- f. Approval of a post-employment transition agreement between the City of Sanibel and Ken Pfalzer and authorize the City Manager to execute same

07/08-192

AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of _____, 2008 by and between the City of Sanibel, a municipal corporation of the State of Florida, and Kenneth Pfalzer, an independent Planning Specialist.

WHEREAS, Kenneth Pfalzer has the planning experience to provide independent contractor services in accordance with the terms of this agreement; and

WHEREAS, the City of Sanibel, and Kenneth Pfalzer, an independent contractor, do hereby have the express authority to enter into this agreement in order to ensure that specialized planning functions relating to the Sanibel Plan and other planning actions are carried out in a timely and efficient manner; and

WHEREAS, Kenneth Pfalzer has the necessary professional qualifications to perform this service in a manner which would be beneficial to both parties.

NOW THEREFORE, in consideration of these and other covenants to be performed by the respective parties, the parties agree as follows:

1. Kenneth Pfalzer agrees to provide professional planning services for the City of Sanibel as required under this agreement.
2. The City of Sanibel hereby understands and agrees that fees are to be paid to Kenneth Pfalzer for such services that shall be performed. Fees shall be charged by the hour for each hour worked at an hourly rate and invoiced on a bi-weekly basis. Each invoice shall provide a brief description of the services provided and the applicable fee for such services.
3. Kenneth Pfalzer agrees to provide the required services for the hourly fee of \$65.00. The minimum physical "call-in" to City Hall or other assigned location shall be for one hour. There shall be no additional benefits provided to Kenneth Pfalzer under the term of this Agreement including, but not limited to, health insurance, vacation, medical leave, insurance or other such benefits. The parties agree that the term of this agreement shall be one year from the date of execution by both parties. The parties may negotiate further extensions as mutually agreeable but the parties agree and understand that nothing herein shall constitute or be construed as a contract for employment for any set term.
4. It is further agreed that the City of Sanibel shall notify Kenneth Pfalzer in writing, within five (5) days, of any claims or pending claims relating to the services of Kenneth Pfalzer, of which the City of Sanibel has knowledge.
5. Kenneth Pfalzer acknowledges and agrees that when performing services under this agreement, he will be subject to the policies and practices of the City of Sanibel, as same may be related to him by the City's Administration.
6. Kenneth Pfalzer agrees that if he is needed for any judicial or administrative proceedings that he will make himself available at the hourly rate as specified in this agreement.
7. This agreement is intended for the benefit of these parties only and is not intended for the benefit of any third parties.

8. If City of Sanibel or Kenneth Pfalzer wishes to modify this agreement, either may do so only by amendment of this Agreement, in writing and executed by both parties.

9. This agreement shall continue in force during the term of this Agreement unless terminated, with or without cause, by either party with ten (10) days prior written notice to the other party.

10. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement, shall lie in Lee County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable, but shall not invalidate any other provision of this Agreement provided the material purpose and intent of this Agreement can still be accomplished.

IN WITNESS THEREOF, the undersigned have hereunto affixed their hands and seals this _____ day of _____ 2008.

CONTRACTOR

CITY OF SANIBEL, FLORIDA

KENNETH PFALZER

CITY MANAGER

DATE

DATE

APPROVED AS TO FORM: 
KENNETH B. CUYLER

10/29/08
DATE