

CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement hereinafter referred to as the "Agreement" is made and entered into by and between the City of North Port, Florida, hereinafter referred to as the "City" or "Commission," and Amber Slayton, hereinafter referred to as "Ms. Slayton" or "City Attorney."

RECITALS

- A. The City is a municipal corporation of the State of Florida.
- B. The City Commission is the legislative branch of the City's form of government and derives its powers from the Florida Constitution, general laws of the State of Florida and the City Charter.
- C. The City Attorney position is a Charter Officer whose powers, duties and responsibilities are set forth in the City Charter, City Code and Commission authorized job description as revised from time to time.
- D. In accordance with City Charter Section 14.04 on May 23, 2017, the Commission appointed Ms. Slayton as the Interim City Attorney to perform the functions of the Charter office effective June 3, 2017 until such a time that a new City Attorney would be appointed.
- E. Ms. Slayton was hired by the City and employed as the Assistant City Attorney beginning on April 11, 2016 ("Original Employment Date"). The Commission and Ms. Slayton acknowledge that the City Attorney position has greater obligations and responsibilities than her former position and as a result may be subject to more restrictions and enhanced benefits than general employees of the City.
- F. Ms. Slayton has represented and warranted that, by virtue of her licensure by the Florida Bar, education, training and experience, she has the requisite skills, background, education, knowledge and abilities to capably perform the duties and obligations of City Attorney.
- G. As a result of its good faith reliance on those representations and warranties, and pursuant to Sections 14.01 and 14.02 of the City Charter, the Commission wishes to appoint, secure, employ and retain the services of Ms. Slayton as the City Attorney through a contractual agreement effective as of the date of last execution of this Agreement ("Effective Date").
- H. Ms. Slayton desires to accept and assume the position of City Attorney.

NOW THEREFORE, in consideration of the premises and the mutual covenants expressed herein and pursuant to the employment relationship between the parties, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

- 1. **Recitals.** The recitals outlined above are true and correct and are incorporated fully into and made a part of this Agreement.
- 2. **Implementation:** The following terms and conditions of this Agreement shall take effect as of the Effective Date.
- 3. **Position or Job.** The Commission hereby appoints and the City hereby employs, engages and hires Ms. Slayton as the City Attorney provided, however, that this Agreement and Ms. Slayton's employment as City Attorney are subject to and conditioned upon her:
 - a. Successfully passing all post-offer background and reference checks.

- b. Being approved and appointed by a majority of the Commission at a public meeting.
- c. Remaining duly authorized to practice law in the State of Florida by the Florida Bar.

The general duties and responsibilities of the City Attorney are specified in the City of North Port City Charter, City of North Port Code of Ordinances, Florida State Statutes, job description as the City Commission may approve and may amended from time to time, and such other legally permissible and proper duties and functions as the Commission may assign. The Commission shall have the sole right and discretion to change or modify the duties and responsibilities of the City Attorney's position or job at any time and for any reason.

Ms. Slayton shall abide by the Florida Bar Rules of Professional Conduct and perform all duties, responsibilities, tasks, jobs and services assigned to her by the Commission responsibly, faithfully, industriously and to the best of her ability.

The City Attorney is a salaried Charter Officer position exempt from overtime pay and except for illness, vacation and other authorized absences, the City Attorney is expected to be available.

4. Performance Evaluation. The Commission may at any time collectively review and evaluate the City Attorney's performance. The Commission shall individually and collectively review and evaluate in writing the City Attorney annually no later than the anniversary date of the Effective Date. The annual review and evaluation shall be in accordance with specific written criteria and policy approved by the Commission, as may be amended from time to time. Performance evaluations and any associated compensation adjustments shall be brought up for approval by the Commission at a public meeting.

5. Duration of Appointment and Employment Indefinite. Upon execution of this Agreement and providing Ms. Slayton successfully passes all post-offer background, and reference checks conducted by the City, the term of appointment and employment of Ms. Slayton as City Attorney shall commence on the Effective Date, but nothing in this Agreement shall be construed as creating an obligation, duty or guarantee of employment for any specific duration. Although the City hopes its relationship with Ms. Slayton will be long term, the employment and compensation of Ms. Slayton as City Attorney can be ended by either party in accordance with Section 7 below.

6. Compensation or Salary. As of the Effective Date, the City shall pay Ms. Slayton and Ms. Slayton shall accept from the City, in full payment for her services as City Attorney, an annual gross salary of one hundred forty-five thousand dollars (\$145,000) payable in the same manner as general employees are paid through the normal payroll system. After one year of service as the City Attorney, Ms. Slayton shall be eligible for consideration of any adjustments in annual gross salary and/or other compensation. Any adjustments to Ms. Slayton's annual gross salary or other compensation shall be determined annually by the Commission at a public meeting based upon the annual performance evaluation. Any adjustments to salary or other compensation shall take effect as determined by Commission during the annual review and performance evaluation. Upon timely obtaining Florida Bar Board Certification in the area of City, County and Local Government Law in accordance with Section 12 herein, Ms. Slayton shall receive a compensation increase of no less than five percent (5%) and no more than ten percent (10%) of her then-current base salary. Said increase shall be in addition to any annual review and raise that year, which shall be determined without consideration of the increase granted in conjunction with such certification. Ms. Slayton's annual gross salary shall not exceed the maximum annual salary established for the City Attorney position.

7. Termination. Beginning on the Effective Date, the appointment, employment and compensation of Ms. Slayton as City Attorney can be ended at the option of the Commission or Ms. Slayton subject to the following conditions:

a. Ms. Slayton may cancel this Agreement and her position as the City Attorney by giving the Commission at least thirty (30) days written notice before the effective date of separation, unless the Commission agrees to waive such notice requirement. No severance shall be paid to Ms. Slayton if she retires, resigns, or cancels this Agreement and her employment. However, Ms. Slayton will be paid any unused leave that she has accrued as of the effective date of termination, in accordance with the Personnel Policy in effect at that time.

b. Pursuant to Section 14.03 of the City of North Port City Charter, the City Attorney may be removed from office by a majority vote of the entire Commission with or without cause. Upon the City Attorney's removal from office "with cause," this Agreement shall be terminated. No severance shall be paid to Ms. Slayton when termination occurs under these circumstances. However, Ms. Slayton will be paid any unused leave that she has accrued as of the effective date of termination, in accordance with the Personnel Policy in effect at that time.

For purposes of this Agreement, "with cause" is defined and limited to the City Attorney's conviction (or plea of guilty or nolo contendere) of any felony act or misdemeanor, the City Attorney's misconduct as defined in Sections 443.036(29), violation of Section 112.313, Florida Statutes, or any of the following:

i. Violation of the City's Personnel Policy or any City policy, rule or regulation, which would subject any City employee or public officer to termination or removal from office.

ii. The commission of any act which involves moral turpitude, or which causes the City disrepute.

iii. Willful dereliction of duty; material dishonesty, or any other act of a similar nature of the same or greater seriousness.

iv. Failure to maintain licensure with the Florida Bar.

v. Appointment or election to public office that creates a prohibited dual office holding pursuant to Article II, Sect. 5 (a), Florida Constitution.

vi. After the Commission's issuance of a performance improvement plan and the City Attorney having six months to address complaints therein, the City Attorney's continued failure to perform duties and responsibilities satisfactorily or demonstrate requisite skills in her position as determined by the Commission at a public meeting.

"With cause" shall further include any breach of this Agreement by Ms. Slayton, providing Ms. Slayton shall be given ten (10) days' notice to cure such breach before termination may occur under this paragraph.

c. Pursuant to Section 14.03 of the City of North Port City Charter, by majority vote of the entire City Commission, the City may cancel this Agreement and Ms. Slayton's employment without cause by giving Ms. Slayton ten (10) days written notice before the effective date of termination. Provided that she signs a waiver and fully releases the City of any and all claims against the City related to her employment and termination, Ms. Slayton shall receive a lump sum severance payment equal to sixteen (16) weeks of her annual base salary, together with payment for all unused leave that she has accrued as of the effective date of termination. This provision complies with Section 215.425, Florida Statutes.

d. The employment and compensation of Ms. Slayton shall end upon her death, voluntary resignation, retirement or termination.

8. Deferred Compensation and Florida Retirement System. Each year the City shall contribute to Ms. Slayton's ICMA-RC deferred compensation plan an amount equal to three and one-half percent (3.5%) of her annual salary; the total annual amount is not to exceed the maximum allowable contribution under the Internal Revenue code. These contributions, which will be made on regularly scheduled pay dates, are in addition to the salary referred to in Section 6 above, and will immediately expire if this Agreement and Ms. Slayton's employment are terminated pursuant to Section 7 above. The City agrees to authorize all necessary arrangements required by the ICMA-RC for Ms. Slayton's continued participation in the 457 Deferred Compensation Plan. The City further agrees to transfer ownership to Ms. Slayton of the Plan account funds upon her resignation or termination. The City recognizes that the City Attorney is required to participate in the Florida Retirement System (FRS) at the senior management level. The City agrees to authorize all necessary arrangements required under Florida Statutes to allow for buy-back of prior service using the City Attorney's resources should the City Attorney elect to exercise that option.

9. Insurance. The City will at its expense provide: (1) the City Attorney with individual medical, vision and dental insurance coverage under the City's group benefit plan, regardless of plan version; (2) term life insurance on Ms. Slayton in the face amount equal to one year's salary; and (3) any other insurance coverage provided to all employees (excluding any voluntary plans offered). Coverage will begin on the first of the month beyond the start date of employment.

10. Leaves of Absence. The City's Personnel Policy sets forth an "Annual Leave" schedule based upon a tiered system that recognizes years of an employee's service. Upon the Effective Date of this Agreement, Ms. Slayton shall be vested as a Tier 2 (5-9 Years of Service) City Employee with one hundred twenty (120) hours of paid annual leave as provided for within the City's Personnel Policy. Upon the fifth anniversary of her Original Employment Date (April 11, 2021), Ms. Slayton shall vest as a Tier 3 (10-14 Years of Service) City Employee and earn one hundred sixty (160) paid annual leave hours commensurate with that tier as provided for within the City's Personnel Policy. For each five (5) years of employment thereafter, Ms. Slayton shall accrue an additional forty (40) hours of annual leave with pay, up to a maximum of two hundred forty (240) hours. Accrual of leave as provided for herein shall be bi-weekly. Ms. Slayton shall accrue other types of leave in accordance with the Personnel Policy based upon her overall tenure with the City.

11. Motor Vehicle Allowance. Ms. Slayton shall provide her own automobile to travel to and from work and for City related business within Sarasota and Charlotte Counties. The City shall pay an automobile allowance of five hundred dollars (\$500.00) per month. Ms. Slayton shall provide liability, property, damage, and comprehensive insurance coverage on said automobile. Further, Ms. Slayton shall be responsible for all maintenance service, gasoline, and oil for said automobile. For travel outside Sarasota and Charlotte Counties relating to City business, Ms. Slayton may be compensated for use of her own automobile in accordance with the IRS standard mileage rate and City travel expense policy. The City Attorney may, at her discretion, occasionally from time to time utilize a City vehicle for the purpose of conducting City-related business.

12. Professional Development. The City shall pay reasonable and necessary professional dues and subscriptions as authorized in the budget for Ms. Slayton to participate in national, regional, state and local associations and organizations essential for Ms. Slayton's continued professional development as City Attorney. These include, but are not limited to, the Florida Bar's City, County and Local Government Section and the Florida Municipal Attorney's Association (FMAA). Ms. Slayton agrees to obtain Florida Bar Board Certification in the area of City, County and Local Government law no later than six (6) years from the Effective Date of this Agreement. In addition, the City will pay reasonable and necessary expenses and costs as authorized in the budget for Ms. Slayton to apply for and take the Florida Bar's Board Certification examination, and attend seminars, short courses, lectures and institutes related to Ms. Slayton's duties and responsibilities as City Attorney. However, the City Attorney will be required to reimburse the City for any educational assistance or Board Certification application fee if Ms. Slayton leaves employment within one year of completion of any course or certifications.

13. **Local North Port Involvement and Outside Activities.** The City acknowledges the value of having its City Attorney participate and be directly involved in local civic clubs or organizations that conduct activities within the City of North Port. Accordingly, the City shall pay for the reasonable membership fees and/or dues to enable Ms. Slayton to become an active member in one (1) local civic club or organization. Provided such involvement does not unreasonably interfere with Ms. Slayton's responsibilities as City Attorney, she shall be permitted, with the prior approval of the Commission, to engage in the above described civic club(s) or organization(s).

14. **Other Benefits and Obligations.** Except as otherwise provided in this Agreement, Ms. Slayton shall be entitled to all benefits enjoyed by general employees and obligations as provided in the City's Personnel Policy Manual. In the event of any conflict between this contract and the City's Personnel Policy Manual, this contract will prevail.

15. **Indemnification.** Pursuant to Sections 111.07 and 111.071 of the Florida Statutes, the City will provide a civil defense to any legal action brought against the City Attorney. This section shall survive the termination of this Agreement or any other separation of the City Attorney's employment.

16. **Waiver.** No consent or waiver expressed or implied by any party to any breach or default by the other in the performance of their obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default of this Agreement. Failure of any party to complain or act or failure to act by the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver of that party's rights hereunder.

17. **Controlling Law.** This Agreement and the validity, execution, construction, interpretation, performance and enforcement thereof, shall be governed by the substantive and procedural laws of the State of Florida.

18. **Jurisdiction and Venue.** Any and all actions, causes of action, lawsuits, litigation, legal proceedings or special proceedings to construe, interpret, or determine the validity of this Agreement and/or to enforce performance thereof shall be brought only in the State of Florida, in Sarasota County. Ms. Slayton and the City stipulate that subject matter and in personam jurisdiction and venue for any dispute, controversy, or disagreement relating directly or indirectly to the provisions of this Agreement and the enforcement therefore lies exclusively in the State of Florida in Sarasota County.

19. **Attorney's Fees.** In any litigation lawsuit, legal or other proceedings brought in connection with the construction, interpretation, meaning, validity, performance or enforcement of this Agreement, the prevailing party shall be entitled to receive all of their costs and reasonable attorney fees from the other party.

20. **Renegotiation of Provisions.** Either party may request renegotiation of any provision of this Agreement at any time. If the parties are unable to reach an agreement, those terms will remain unchanged. Any modification to the terms of this Agreement shall be in writing executed by both parties.

21. General Provisions.

a. Upon City Attorney's death, City's obligations under this Agreement shall terminate except for:

i. Transfer of balances in City Attorney's ICMA 457 Deferred Compensation Plan and FRS Plan to her designated beneficiaries;

ii. Payment of accrued leave balances in accordance with this Agreement;

- iii. Payment of all outstanding hospitalization, medical and dental bills, in accordance with City's insurance policies or plans;
- iv. Payment of all life insurance and disability benefits; and
- v. Any other benefits provided to general employees in the event of death.

22. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

23. **Integration.** This Agreement sets forth and establishes the entire understanding between the Commission and Ms. Slayton relating to the appointment and employment by the Commission of Ms. Slayton as the City Attorney. Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement. No amendment or modification of this Agreement shall be valid or effective unless it is in writing and properly executed by all parties thereto. This Agreement shall supersede all provisions of City resolutions in conflict with this Agreement, to the extent of such conflict.

24. **Notice.** Any notice required or permitted under this Agreement shall be sent by certified mail to: (a) the Commission at its principal place of business, and (b) to Ms. Slayton at the address provided to the City by Ms. Slayton for income tax purposes.

25. **Understanding.** Before signing this Agreement, Ms. Slayton was advised of her right to consult with an attorney to review the Agreement and her right to have an attorney throughout the process leading up to the execution of the Agreement. Before signing this Agreement, Ms. Slayton had full and adequate opportunity to read and review it. Moreover, Ms. Slayton did read and review the Agreement and fully understood its contents, terms, provisions and conditions before signing it. Any legal counsel sought will be at the expense of Ms. Slayton.

26. **Binding Effect.** This Agreement shall be binding on the City and Ms. Slayton as well as her heirs, assigns, executors, personal representatives and successors in interest.

27. **Effective Date.** This Agreement shall become effective after signing by both parties.

IN WITNESS WHEREOF, Ms. Slayton signed and executed this Agreement on August 23rd, 2017, after which the City signed and executed it on September 7, 2017.

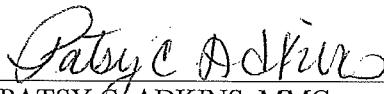
(This space intentionally left blank; signature pages to follow)

CITY OF NORTH PORT, FLORIDA


LINDA M. YATES
MAYOR

9/7/17
DATE

ATTEST


PATSY C. ADKINS, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:


MAGGIE D. MOONEY-PORTALE
SPECIAL COUNSEL TO THE CITY OF NORTH PORT

EMPLOYEE

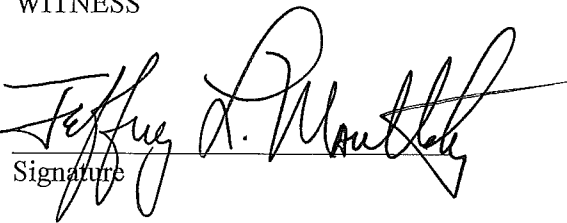

AMBER SLAYTON

WITNESS


Signature

Peter Lear
Printed Name

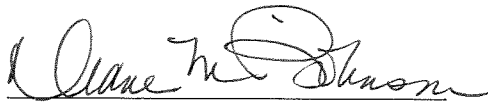
WITNESS


Signature

Jeffrey L. Maultsby
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23rd August day of ~~September~~, 2017, by Amber Slayton, who is personally known to me or who produced driver's license as identification.


Notary Public, State of Florida

