CITY ATTORNEY EMPLOYMENT AGREEMENT

This City Attorney Employment Agreement ("Agreement") is made and entered into by and between the City of North Port, Florida ("Employer"), a municipal corporation, and Michael Fuino ("Employee"), an individual who has education, training, and experience in local government and who, as a member of the Florida Bar, is subject to the rule regulating the Florida Bar, including but not limited to the Rules of Professional Conduct.

RECITALS

WHEREAS, Section 12.01 of the City Charter establishes the City Attorney as a charter officer to be appointed by the City Commission; and

WHEREAS, Section 12.02 of the City Charter requires Employer to enter into an employment contract with the City Attorney; and

WHEREAS, by majority vote and on the basis of Employee's professional and administrative qualifications without regard for his political affiliations, the City Commission approved the appointment of Employee to the position of City Attorney; and

WHEREAS, by majority vote, the City Commission approved this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.
TERM AND EFFECTIVE DATE

A. Effective Date. This Agreement becomes effective October 15, 2025 ("Effective Date"), and Employee will commence employment on the Effective Date.

B. Term. The initial term of this Agreement will be three (3) years from the Effective Date, unless the term is extended in writing by both the Employer and Employee, or earlier termination of the Agreement has occurred pursuant to the terms and conditions set forth herein. This Agreement is not continuing in nature and may be renewed following the Employee scheduling the renewal of the Agreement as an item for consideration by the City Commission at a meeting to be held no later than ninety (90) days prior to expiration of the then-existing term of the Agreement. If the Agreement is not amended to extend the term before it expires, then all compensation, benefits, and requirements of the Agreement will remain in full force and effect until the parties execute a new agreement, the Employee resigns, or the City Commission terminates the Agreement, whichever occurs first. It is noted that the City Commission may terminate the Employee's employment with or without cause by a majority vote of the entire City Commission, subject to the provisions in the City's Charter and this Agreement.

ARTICLE II.
DUTIES, FLORIDA BAR MEMBERSHIP AND CREDENTIAL, AND PERFORMANCE EVALUATIONS

A. Duties. Employer agrees to employ Employee as City Attorney to perform all functions and duties specified in Article XII, Section 12.05, of the City Charter and to perform such other legally permissible and proper duties and functions as identified in the Employer's codes, ordinances, City Attorney job description, and all applicable Florida statutes, as those documents may be amended from time to time; and as assigned to Employee by the City Commission. The City Commission must not unreasonably interfere with Employee's performance of these duties. Employee is not required to accept an assignment of any duty outside of the scope of those customarily performed by persons holding the role of City Attorney in the absence of Employee's express written consent to the assignment. Employer may not reassign Employee to another position in the absence of Employee's express written consent to the assignment.

B. Performance of Duties. Employee agrees to serve as the legal advisor and legal counselor for the City Commission, City Manager, City Clerk, all City departments, and City advisory boards and committees and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful City Commission directives; State, local, and federal laws; and Employer's policies, rules, ordinances, and City Charter; as all stated items now exist or as amended in the future. Employee must carry out to the best of his abilities all lawful policy directives, goals, and objectives, as communicated to Employee by the City Commission, and provide the City Commission with all information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipated future conditions.

C. Administrative Policies. Except as otherwise required or limited by law, regulation, or Employer's agreement with any other person or entity, Employee is authorized to establish administrative regulations, rules, policies, and procedures as Employee deems necessary for the efficient and effective operation of the City Attorney's Office and performance of its employees.

D. Hours of Work. The parties agree that Employee is expected to devote a great deal of time to the business of Employer outside of normal business hours, and that Employee may take time off from Employer as is customary for exempt employees, provided the time off does not interfere with the normal operations of the Employer or the City Attorney's Office.

E. Holidays. Holidays are established in the Employer's Personnel Policy Manual. Employer currently recognizes the following thirteen (13) days as holidays with pay: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Friday following Thanksgiving Day; Christmas Eve; and Christmas Day.

F. Primary Employment. The position of City Attorney is intended to be Employee's primary employment. Employee is prohibited from engaging in any other compensated employment ("Outside Employment") without the prior approval of the City Commission.

G. Outside Employment. The City Commission authorizes and approves the Employee's temporary Outside Employment with the City of Clearwater pursuant to the work schedule provided in this section. Employee's temporary Outside Employment must not in any way interfere with the performance of, or the availability for the performance of, the Employee's duties as required by this

Agreement. Employee must notify the City Commission in writing as soon as reasonably possible if Employee will not utilize the Outside Employment as authorized herein.

Authorized Temporary Work Schedule
- October 15 –17, 2025 (North Port)
- October 20 – 22, 2025 (Clearwater)
- October 23 – November 14, 2025 (North Port)
- November 17 – 20, 2025 (Clearwater)
- November 21, 2025 (North Port full-time)

H. Florida Bar Membership and Credential. Employee is a member of the Florida Bar in good standing. Employee must continuously maintain his Florida Bar membership in good standing with no loss, lapse, or revocation, throughout his tenure with Employer. A lapse or revocation of Employee's eligibility to practice law in the State of Florida by the Florida Bar will constitute cause for the City Commission to terminate this Agreement.

I. Performance Evaluations.

1. Initial Evaluation. The City Commission must conduct an initial performance evaluation of Employee at or around six (6) months from the Effective Date. The City Commission will consider an adjustment to Employee's base salary of up to $5,000.00, based on the result of Employee's initial performance evaluation.

2. Annual Evaluation. Following the Initial Evaluation, the City Commission must conduct a performance evaluation of Employee at a public meeting annually during the month of September, subject to a process, form, criteria, and format that are consistent with Employer's practices for its Charter Officers, and which shall be mutually agreed upon by the Employee and the City Commission. The City Commission may consider compensation adjustments based on the result of Employee's annual performance evaluations, effective on the anniversary of this Agreement's Effective Date and in accordance with the annual budget appropriations of Employer.

ARTICLE III.
ETHICAL COMMITMENTS

A. Standards. Employee must adhere to, and his actions must always comply with, the highest level of professional standards expected from the City Attorney position.

B. Ethics. Employee must follow and uphold the rule regulating the Florida Bar and its guidelines, as established and amended from time to time by the Supreme Court of Florida (including, without limitation, the Rules of Professional Conduct) and all other ethical standards set forth in applicable laws, regulations, ordinances, and rules of court. Employee must follow and uphold the ethics rules, regulations, and laws of the State of Florida. Employee must not engage in any conduct that could reflect unfavorably on Employer. Employer shall refrain from any order, direction, or request that would require Employee to violate the rule regulating the Florida Bar or its guidelines.

C. Other Policies. Employee must comply with all lawful City Commission directives; state, local, and federal laws; and Employer's policies, rules, ordinances, and City Charter. Employee's failure to comply with the ethical commitments provided herein shall constitute cause for termination.

ARTICLE IV.
COMPENSATION AND BENEFITS

A. Base Salary. Employee will be paid an annual base salary of $205,000.00, payable in the same manner as other full-time regular employees of Employer and pursuant to Employer's regular payroll schedule.

B. Medical, Vision, and Dental Insurance. Employer will provide and pay the premiums due for Employee's medical, vision, and dental insurance equal to the amount provided to and in the same manner provided to other full-time regular employees of Employer. Employee's insurance coverage will begin on the first day of the month immediately following the first thirty (30) days of employment. A copy of Employer's Employee Benefit Highlights can be accessed at Benefits.

C. Life Insurance. Employer will provide and pay 100% of the premium due for term life insurance protection for Employee in an amount equal to Employee's annual base salary.

D. Leave. Employee will accrue and may use annual (vacation) leave in accordance with Employer's Personnel Policy Manual. The policy manual currently provides that employees with less than five (5) years of service will accrue eighty (80) hours (10 days) per year. Upon every anniversary of 5 years of service, an additional forty (40) hours of annual leave will be accrued each year, up to a maximum of 240 hours (30 days). Upon the Effective Date, Employee will receive forty (40) hours of annual (vacation) leave (5 days). The policy manual further provides for certain exempt employees to accrue forty (40) hours (5 days) per year of exempt leave each October. Upon the Effective Date, Employee will receive forty (40) hours of exempt leave. Employee shall accrue or receive other types of leave in accordance with Employer's Personnel Policy Manual.

E. Leave Payout. The payment of leave upon separation will be governed by Employer's Personnel Policy Manual. Currently, the policy manual provides that employees who separate are to be paid for 100% of accrued but unused annual leave, up to an amount not to exceed one time the employee's annual accrual rate. The policy further provides that employees who are not involuntarily discharged and who provide appropriate notice are to be paid for 25% of accrued or unused sick leave, up to a maximum of 260 hours. No other types of leave are paid out.

F. Mileage Reimbursement and Business Travel. For travel outside Sarasota, Charlotte, DeSoto, and Manatee Counties relating to Employer's business, Employee shall be compensated for use of his own automobile in accordance with the IRS standard mileage rate and Employer's travel expense policy. Employee may, at his discretion, utilize a City-owned vehicle for the purpose of conducting City-related business. For any personal vehicle used for business travel, Employee must carry, at his own expense, liability, property damage, and comprehensive insurance coverage.

G. Smartphone. Employer will issue Employee a City-owned smartphone for business use in accordance with Employer's Personnel Policy Manual and Mobile Device Policy. Employee must return all Employer-issued equipment prior to separation from employment.

H. Retirement Account. Employer must immediately, or at the first permissible opportunity, enroll Employee in the Florida Retirement System ("FRS") at the senior management service class, and must make all appropriate Employer contributions to Employee's FRS account. Employee will be vested pursuant to the FRS vesting period, which is currently eight (8) years of service. Employer's Employees are also part of the Federal Social Security System, with Employee and Employer associated matches.

I. Supplemental Retirement Plan. Each year Employer will contribute to Employee's MissionSquare 457 Deferred Compensation Plan in an amount equal to three and one-half percent (3.5%) of Employee's annual salary as adjusted with any compensation increases, on Employee's behalf, in an equal proportionate amount each pay period. Employee may also participate in the plan up to plan limits as established by the IRS. Employer must execute and keep in force all necessary agreements provided by any Section 457 Deferred Compensation Plan for Employee's participation, or continued participation, in the supplemental retirement plan. Employer must pay an amount equal to 3.5 percent of Employee's annual base salary, as adjusted with any compensation increases, into the designated plan on Employee's behalf, in an equal proportionate amount each pay period.

J. Professional Development. To the extent appropriated by Employer's annual budget, Employer agrees to pay for professional dues, subscriptions, memberships, and continuing legal education as necessary to maintain Employee's membership in The Florida Bar and Board Certification in City, County and Local Government Law and for Employee's participation in and attendance at conferences, seminars, courses, and meetings of national, state, regional and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for Employer's benefit. The term "continuing legal education" includes program fees, travel, lodging, and per diem expenses. Employer shall pay Employee's Florida Bar dues, relevant Florida Bar section(s) fees, Florida Association of Municipal Attorneys dues, and Sarasota County Bar Association dues. Employer will not require Employee to use vacation leave when participating in continuing legal education activities.

K. Civic Involvement. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations that conduct activities within the City of North Port. Accordingly, Employer will pay for the reasonable membership fees and/or dues to enable Employee to become an active member in one (1) local civic club or organization.

L. Other Benefits. Except as otherwise provided in this Agreement, Employee is entitled, at a minimum, to the highest level of other benefits as presently exist or may be added, deleted, or changed from time to time, enjoyed by or offered to Employer's general employees as provided in Employer's Personnel Policy Manual. In the event of any conflict between this Agreement and Employer's Personnel Policy Manual, this Agreement will prevail.

ARTICLE V.
RESIDENCE AND RELOCATION

A. Residence. Employee must establish residence within the corporate boundaries of the City of North Port within one (1) year from the Effective Date. Pursuant to Section 12.01(a) of the City Charter, Employee must consistently maintain his residence in North Port while serving as the City Attorney, except as provided in Section 12.01(b) of the City Charter.

B. Direct Payment of Costs for Moving Household Items. Employer shall pay the relocation costs associated with moving Employee's household items from North Reddington Beach, Florida to within the corporate boundaries of the City of North Port. Relocation costs include packing, transportation, and insurance costs for Employee's household items. Employer shall reimburse Employee for relocation expenses, including mileage, the cost of truck rental, moving company, packing, and shipping of household goods and other reasonable relocation expenses that are agreed upon by the parties, but not to exceed $5,000. Employee shall be required to submit documentation, invoices, or receipts to Employer for the costs of relocating Employee's legal domicile within the corporate boundaries of the City of North Port. If this Agreement is terminated for any reason within two (2) years of the Effective Date, Employee must repay Employer for the full amount of these costs no later than thirty (30) days after the date Employee's employment terminates.

ARTICLE VI.
EMPLOYMENT SEPARATION

A. Resignation. Employee may terminate this Agreement by providing the City Commission with a minimum of thirty (30) days' written notice of Employee's voluntary resignation subject to any applicable requirements of state or local law. Employee's employment will be deemed terminated upon: (i) the date specified in Employee's notice; or (ii) an earlier date, as determined by a majority vote of the entire City Commission, provided that the date is at least thirty (30) days from the date of Employee's written notice. Employee will not be entitled to severance pay upon resigning.

B. Termination without Cause. Pursuant to Section 12.03 of the City Charter, upon the occurrence of any of the below-listed events Employer may terminate this Agreement and Employee's employment without cause by providing Employee thirty (30) days' notice before the effective date of termination.

1. A majority of the entire City Commission votes in a public meeting to terminate Employee's employment without cause;

2. A majority of the entire City Commission votes in a public meeting to express "no confidence" in Employee;

3. A majority of the entire City Commission votes in a public meeting to allow Employee to resign;

4. If Employer, citizens, or the legislature acts to amend any provision of the City Charter pertaining to the role, powers, duties, authority, or responsibilities of Employee's position that substantially changes the form of government, Employee has the right to declare that the amendment constitutes termination of this Agreement; or

5. A breach of contract, declared by Employee, that is not cured within thirty (30) days of Employee providing Employer with written notice describing the conduct that constitutes the breach.

C. Termination with Cause. This Agreement will be terminated pursuant to the occurrence of any of the below-listed events and Employee's employment will be deemed terminated with cause, effective ten (10) days following the terminating event. Employee will not be entitled to severance pay upon being terminated with cause. For purposes of this Agreement, "with cause" is defined and limited to the Employee's conviction (or plea of guilty or nolo contendere) of any felony act or misdemeanor, the

Employee's misconduct as defined in Florida Statutes Section 443.036(29), or violation of Section Florida Statutes Section 112.313, or any of the following:

1. A majority of the entire City Commission votes in a public meeting to terminate Employee due to a breach of his obligations under this Agreement, where Employee has failed to cure the breach within ten (10) days of receiving written notice describing the conduct that constitutes the breach;

2. A majority of the entire City Commission votes in a public meeting to terminate Employee due to a violation of any ethical commitments required in Article III of this Agreement or due to Employee's personal dishonesty, misconduct, breach of fiduciary duty, failure to perform stated duties, or violation of any law or the City Charter;

3. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's violation of a rule, regulation, ordinance, or Employer's policy that could subject any other charter officer or department head to termination;

4. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's failure to satisfactorily improve the deficiencies identified in a performance improvement plan that the City Commission issued at least six (6) months prior;

5. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's commission of any act which involves moral turpitude, or which causes Employer disrepute;

6. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's willful dereliction of duty; material dishonesty, or any other act of a similar nature of the same or greater seriousness;

7. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's failure to maintain licensure with the Florida Bar; or

8. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's appointment or election to public office that creates a prohibited dual office holding pursuant to Article II, Sect. 5 (a), Florida Constitution.

D. Severance. If this Agreement and Employee's employment are terminated without cause, and provided Employee signs a waiver and fully releases Employer of any and all claims against the Employer related to Employee's employment and termination, Employer must pay Employee severance in an amount equal to twenty (20) weeks of Employee's base salary together with payment for all unused leave accrued as of the effective date of termination. Severance will be paid in a lump sum no later than the second payday following the effective date of termination. If Employee resigns or is terminated with cause as defined in this Agreement, Employer is not obligated to pay severance and related benefits. This provision complies with Florida Statutes Section 215.425.

1. The employment and compensation of Employee shall end upon Employee's death, voluntary resignation, retirement, or termination.

2. In the event Employee is permanently disabled or is otherwise unable to perform the duties of his position due to sickness, accident, injury, or mental incapacity for a period of four (4) consecutive weeks beyond any accrued leave, the City Commission may terminate this Agreement; and, upon termination, the Employee shall receive any accrued salary and benefits but shall not be entitled to additional compensation or payment, including severance.

ARTICLE VII.
INDEMNIFICATION

Indemnification. Pursuant to Article XIII of the City Charter and Florida Statutes Sections 111.07, Employer will provide an attorney to defend any civil action arising out of and in the scope of Employee's employment or function as City Attorney and will pay any final judgment as set forth in Florida Statutes Sections 111.071. This section survives the termination of this Agreement.

ARTICLE VIII.
MISCELLANEOUS

A. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions of this Agreement. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.

B. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.

C. Severability. In the event any court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions will be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.

D. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

E. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, term sheets, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

F. Amendment. This Agreement may be amended only by an express written agreement signed by Employer and Employee. The amendments must be incorporated and made a part of this Agreement.

G. Assignment. This Agreement is not assignable.

H. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

I. Notice. All notices required by this Agreement must be provided in writing at the following addresses. Notice is deemed given as of the date issued.

1. To Employer:
City of North Port, Florida
Attn: City Commission
4970 City Hall Blvd.
North Port, Florida 34286

with a copy to:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

2. To Employee: the address Employee provides to the Employer for income tax purposes.

ARTICLE IX.
ATTORNEY REVIEW

A. Employee represents and warrants that:

1. In executing this Agreement, Employee has had adequate opportunity to obtain and rely on legal advice from an attorney of his choice, so that an attorney could have read and explained to Employee the terms of this Agreement and their consequences;

2. Employee has read this Agreement;

3. Employee fully understands the terms of this Agreement; and

4. Employee has relied only on the promises contained in this Agreement and not any other promise by Employer, its employees, recruiter, agents, or elected officials.

B. The terms of this Agreement are not to be construed against any party because that party drafted the document, or in favor of any party because that party failed to understand the legal effect of the provisions of the document.

THIS AGREEMENT has been executed by the parties as follows.

(Intentionally left blank. Signatures on next page.)

Approved by the City Commission of the City of North Port, Florida on _____, 2025.

EMPLOYER
CITY OF NORTH PORT, FLORIDA

_____
PHIL STOKES
MAYOR

ATTEST

_____
HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

_____
MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

EMPLOYEE

MICHAEL FUINO
121 SHOALS CIRCLE
NORTH REDINGTON BEACH, FL 33708

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of September 2025, by Michael Fuino.

Notary Public

✓ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

NICOLE ANNE SPRAGUE
Notary Public - State of Florida
Commission # HH 571812
My Comm. Expires Jul 15, 2028
Bonded through National Notary Assn.