

CITY ATTORNEY
EMPLOYMENT AGREEMENT
(2013 – 2014)

This Agreement is made and executed in duplicate originals this 5th day of November, 2013, between the City of Green Cove Springs, Florida, hereinafter referred to as the "City" or the "City Council", as the context requires, and L. J. Arnold, III, hereinafter referred to as the "City Attorney".

WITNESSETH:

WHEREAS, the City employed L. J. Arnold, III as the City Attorney in January, 1977 and he has acted in such capacity since such date; and

WHEREAS, the City Council desires to clarify certain benefits, conditions of employment, and to set working conditions for the City Attorney; and

WHEREAS, the City Attorney desires to remain employed pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. TERM OF EMPLOYMENT

The term of this Agreement shall commence on October 1, 2013 and remain in effect through Sept. 30, 2014, and be automatically extended for additional one (1) year terms unless terminated sooner by the City Council.

SECTION 2. DUTIES

- A. The City Attorney shall perform legal duties for the City as set forth in the City Charter, Section 3. F. herein, and Exhibit "A" attached hereto.
- B. The City Attorney shall report directly to the City Council and provide legal advice to the City Manager and staff upon request.
- C. The City Attorney agrees to abide by and perform required duties hereunder and in accordance with the legal profession and all Federal, State and municipal laws, regulations and ordinances regulating the practice of law, the City Charter and all policies and ordinances of the City of Green Cove Springs. If requested by the City Council, the City Attorney shall provide an accurate record of all time devoted to a particular City matter.
- D. The City Council may employ a special or "outside" attorney to represent the City in regard to any matter where the City Council determines that an attorney within a specialized field of law is necessary to represent the City, in whole or in part, in regard to such specialized fields and nothing contained in this Agreement shall prevent or hinder the City Council from doing so.

- E. The City Attorney may continue to operate a private law practice within the City provided he does not represent clients whose cases present a conflict of interest with his loyalty to and representation of the City.
- F. With City Council approval, the City Attorney may, at his own expense, provide a qualified, substitute attorney to provide legal advice to the City or attend City meetings when the City Attorney is absent.

SECTION 3. SALARY AND BENEFITS

- A. The City Attorney's salary hereunder shall be \$2,022.26 biweekly. The City Attorney's payment shall be issued on the same basis as other Department Heads. At such times as deemed appropriate by the City Council, the City Attorney may receive salary adjustments.
- B. If travel is required outside of Clay County, the City Attorney shall receive mileage reimbursement for use of his personal vehicle for said travel in accordance with Section 112.061, Florida Statutes.
- C. The City shall pay, consistent with Section 112, Florida Statutes, tuition, travel and other such fees and costs necessary or appropriate to allow the City Attorney to attend seminars, legal educational courses, and other such meetings pertaining only to City legal matters, and provided such expenses are budgeted in the Legal Department or approved in advance by the City Council.
- D. The City shall continue to fund retirement benefits for the City Attorney at the rate of 15% (or such lesser contribution being made by the City for other Department Heads using the International City Managers Association Retirement Fund ("ICMARF") for their City retirement) of his salary to the ICMARF.
- E. In consideration of the past Agreement between the City and the City Attorney to forego raises and receive dependent health insurance paid by the City, the City shall continue to fund, for the benefit of the City Attorney, a family group health insurance and life insurance on his life at the same level of coverage as other employees. Enhanced coverage may be purchased at the expense of the City Attorney.
- F. Extraordinary Services. Notwithstanding any provision to the contrary herein, the City Attorney shall provide extraordinary services to the City when requested to do so by the City Council or City Manager and he shall be compensated a reasonable fee for such services. Hourly rate-type issues shall be paid at the government rate of \$200.00 per hour. Other services shall be compensated based upon the risk, degree of difficulty, personal liability and normally accepted fee range as approved by City Council. Extraordinary services shall include, but are not limited to, items detailed in Exhibit "A".

SECTION 4. OFFICE AND STAFFING

- A. The City Attorney shall provide a private law office and staff, including paralegals, receptionist and associates, within the City, which shall have sufficient office space to conduct City business when necessary. Furthermore, the City Attorney shall be responsible for purchasing all necessary supplies, files, file cabinets, law library, computer, programs and the like for the benefit of the City. The City Attorney shall receive an allowance of \$200.00 monthly to offset some of the above out of pocket expenses he expends.
- B. The City may allow the City Attorney to have some reasonable office space at City Hall if necessary.

SECTION 5. TERMINATION BY CITY

The City Council may terminate the employment of the City Attorney with or without cause at any time.

SECTION 6. TERMINATION BY CITY ATTORNEY

The City Attorney may terminate this Agreement by giving the City sixty (60) days advance written notice.

SECTION 7. SEVERANCE

The City Attorney shall not be entitled to any severance pay for any reason whatsoever unless otherwise allowed by law. The City Attorney shall not accumulate any annual, holiday, personal, sick, comprehensive, administrative or other such benefits.

SECTION 8. BONDING / MALPRACTICE INSURANCE

The City shall bear the cost of any fidelity or other bonds required of the City Attorney under any law or ordinance. The City Attorney shall maintain in full force and effect and pay for his own malpractice insurance premiums.

SECTION 9. INDEMNIFICATION

The City shall defend, hold harmless and indemnify the City Attorney against any tort, professional liability claim or demand, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time from the commencement of his employment in 1977 and during the performance of the City Attorney's duties as City Attorney unless it is determined that the City Attorney acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The City shall be responsible for and have authority to compromise and settle any such claim or suit and pay the amount of any defense, settlement or judgment rendered thereon. The City Attorney shall fully cooperate with the City in the settlement, compromise or trial of any such claim. The provisions of any City policy or ordinance regarding the indemnification of the City's officials or employees shall apply to the indemnification of the City Attorney to the extent any such policy or ordinance does not conflict with this Section 9.

SECTION 10. PERFORMANCE EVALUATION

The City Council may set goals and evaluate the performance of the City Attorney at any time they shall desire to do so.

SECTION 11. GENERAL PROVISIONS

- A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this employment Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.
- B. This Agreement shall not be amended except in writings executed by both parties hereto.
- C. A failure by either party to insist upon strict performance by the other, or to exercise any other right herein, shall not constitute a waiver of such right applicable to future conduct or the accrual of such future right.
- D. The headings of Sections contained in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.
- E. The interpretation of this Agreement shall be governed by the laws of the State of Florida. Venue of any proceedings arising hereunder shall be held in Clay County, Florida.
- F. This Agreement revokes and supersedes any prior Agreements, written or oral. No representations or promises other than those set forth herein may be relied upon by either party. This Agreement represents the entire Agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated, written amendment to this Agreement signed by both parties.


SECTION 12. EFFECTIVE DATE

This Employment Agreement shall take effect on the date approved by the City Council.

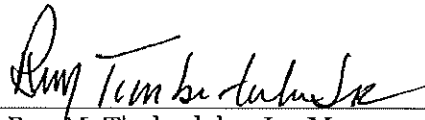
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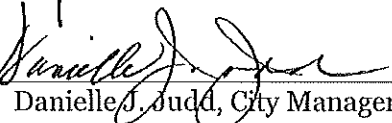
IN WITNESS WHEREOF, the City of Green Cove Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and City Manager, and duly attested by its City Clerk, and the City Attorney has signed and executed this Agreement, both in duplicate, the date and year first above written.

CITY ATTORNEY:

By: 
L. J. Arnold, III, City Attorney

CITY OF GREEN COVE SPRINGS:

By: 
Roy M. Timberlake, Jr., Mayor

By: 
Danielle J. Judd, City Manager

ATTEST:

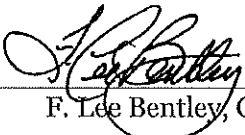
By: 
F. Lee Bentley, City Clerk

EXHIBIT "A"

BASIC DUTIES AND RESPONSIBILITIES

Prepares and/or approves as to form all major contracts, bonds, and other major instruments in which the City is concerned.

As required by the City Charter, represents the City in court, and before quasi-judicial or administrative agencies of government relative to complaints, suits, and controversies in which the City is a party.

Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of a case.

Interprets laws, rulings, and regulations.

Provides verbal and written legal opinions on any question of law relating to the respective powers and duties of the City Council and City Manager or other matters as required by the City Council, City Manager and City Department Heads.

Prepares Ordinances and Resolutions requiring legal experience or as directed by the Council. Reviews and approves all Ordinances and Resolutions to be considered by the City Council.

Attends all City Council regular and special meetings to provide legal advice and opinions relative to matters under consideration by the City Council. Attends all regular and special meetings of the Planning & Zoning Board, Variance Board, Tree Board, Code Enforcement hearings if required by state law, and Charter Revision Committee Sessions. Attends other City meetings and functions at the request of the City Council.

Prepares deeds, easements and similar documents, demand letters and other legal correspondence.

Provides supervision of special or "outside" attorneys when such attorneys are retained by the City.

Prepares Department budget and assures the Department operates within the budget.

Performs other duties as assigned by the City Council.

Makes himself available for reasonable "on call" legal advice to the City seven (7) days per week except when the City Council or City Manager have been notified the City Attorney is on holiday, personal, or sick leave.

EXTRAORDINARY SERVICES

Payment for extraordinary services will be billed at the rate stipulated in Section 3. F. Extraordinary Services would include, but are not necessarily limited to, the following:

- a. Preparation of closing documents on real estate transactions.
- b. Preparation of grant transactions where the legal costs are included in the grant.

- c. Representation on behalf of the City on bond issues or capital note transactions where the City Attorney subjects himself to personal liability for his written opinions. Such fees shall not exceed twenty-five (25) percent of the attorney fees authorized and paid to special bond/borrowing counsel.
- d. Representation of the City in court, mediation, arbitration or before administrative law judges for lawsuits or other actions or claims filed by or against the City and the preparation time for such actions.
- e. Any other legal matter when the opposing party agrees to or is ordered to pay the City Attorney's fees.
- f. Extraordinary legal services as approved by the City Council.