

## **CITY ATTORNEY AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of May 2025, by and between the City of Lake City, Florida, a Florida municipality, (hereinafter called “Employer”) and Clay Martin, a licensed member in good standing of the Florida Bar, (hereinafter called “Employee”), both of whom understand and agree as follows:

### **Section 1. Licensure**

Employee warrants and agrees that Employee is licensed to practice law in the State of Florida without limitation. Employee must maintain Employee’s license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should the Employee no longer be authorized to practice law in this state at any time and for any reason, this contract will terminate immediately for good cause.

### **Section 2. Section 2: Term**

Subject to the requirements of Employer’s laws and ordinances which may create additional conditions of employment that are incorporated herein by this reference, this Agreement shall remain in full force and effect from commencement of Employee’s employment which shall be on or before June 15, 2025 until terminated by the Employer or Employee as provided in Section 10, 11, or 12 of this Agreement. Notwithstanding the foregoing, nothing in this Section 2 is intended to alter or amend the conflict policy in Section 1.02 of the Personnel Manual of the City of Lake City, as amended pursuant to Resolution No 2025 - 025, that, to the extent of conflict between a written employment agreement between the City and Charter Officer, the terms of such agreement (in this case, this Agreement) shall control.

### **Section 3. Section 3: Duties**

- A. Employer hereby employs the Employee as City Attorney to perform the duties specified in Section 603 of the City of Lake City charter and by the Code of Ordinances of the City of Lake City, and to perform such other legally permissible and proper duties and functions of the position.
- B. It shall be the duty of the Employee to employ on behalf of the Employer all other employees of the Office of City Attorney consistent with the policies of the governing body and the ordinances and charter of the Employer.
- C. It shall be the duty of the Employee to direct, assign, reassign evaluate, and terminate, as appropriate, employees of the Office of City Attorney consistent with policies, ordinances, charter, state and federal law. Employees of the Office of City Attorney shall be responsible to the Employee in his capacity as City Attorney at all times.
- D. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee and the Employee’s ethical and professional obligations as a member of the Florida Bar.

### **Section 4. Compensation**

- A. **Base Salary:** Employer agrees to pay Employee an annual base salary of one hundred fifty thousand dollars (\$150,000) subject to adjustments as set forth in this Agreement

(hereinafter called “Base Salary”), payable in installments at the same time or times that other salaried employees of the Employer are paid.

- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to senior executives of the City, as appropriate.
- C. In addition, Employer, in consultation with the Employee, shall consider increases to the Base Salary on or before June 15<sup>th</sup> of every year this Agreement remains in force.
- D. Notwithstanding any increases considered or approved pursuant to subsection C. of this part, Employer shall implement the increase of Employee's then-current Base Salary no later than the commencement of each fiscal year by at least the average across-the-board increase granted to all other employees of the Employer.
- E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to participate in or receive the highest levels of benefits enjoyed by or available to other employees, department heads, or general employees other than those subject to a collective bargaining agreement as provided by the Employer's policies, charter, ordinances, or personnel rules and regulations or other practices.
- F. Notwithstanding the foregoing, Employee shall not be entitled to contributions to the Florida Retirement System at Special Risk Class rates, nor be eligible for Special Risk Class benefits from the Florida Retirement System unless Employee is eligible as a member of a Special Risk Class as defined by Florida Statute.

#### **Section 5. Health, Disability and Life Insurance Benefits**

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his dependents consistent with Employer's insurance plans offered to all other employees in such amounts which are, at a minimum, equal to the highest amounts provided to other employees of the City of Lake City, Florida.
- B. The Employer agrees to provide for short-term and long-term disability coverage for the Employee in amounts consistent with Employer's other executive level employees.

#### **Section 6. Vacation and Sick Leave**

- A. Beginning the first day of employment, Employee shall be credited with eighty (80) accrued sick leave hours and eighty (80) accrued vacation leave hours. The leave credited to Employee as provided in this Paragraph A shall not be included in any payout to Employee of severance or leave provided for elsewhere in this Agreement.
- B. In addition to the foregoing credited leave, beginning on the first day of employment, Employee shall accrue sick leave and vacation leave at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees.
- C. Upon commencing employment, the Employee shall have access to a bank of thirty (30) sick days to be used in the case of serious medical conditions. This leave can only be used

to provide coverage during the waiting period between the onset of illness or disability and the point at which short- or long-term disability coverage takes effect, and these days may be renewed after each occurrence.

- D. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued but unused vacation leave, all paid holidays, executive leave, and other benefits to date.

## **Section 7. Automobile**

Employee shall use the Employee's own vehicle in the performance of the Employee's duties. When the Employee is required to use the Employee's own vehicle, and when reimbursement is permitted by applicable law, the Employer will reimburse the Employee according to the IRS standard mileage rates for the then-current tax year; or the Employee may elect to rent a vehicle and the Employer will, to the extent the same is permitted by applicable law, reimburse the Employee for the reasonable costs of that rental.

## **Section 8. Retirement**

Subject to the provisions of Section 4.F., the Employer agrees to enroll the Employee into the Florida Retirement System ("FRS") and to make all the appropriate contributions on the Employee's behalf as a member of the Senior Management Service Classification. To the extent Employee cannot be enrolled in the Senior Management Service Class in FRS, the Employer shall pay to the Employee as additional compensation the difference between the Employer's contributions to the FRS Select Exempt Service classification and the amount the Employer would contribute to FRS if the Employee was enrolled in the Senior Management Service classification. Such payments by the Employer to the Employee shall be made on either (i) the same schedule as the Employer remits payments to FRS in fulfillment of Employer's obligations thereto, or (ii) the same schedule as the Employer's routine payroll is paid to the Employee.

## **Section 9. General Business Expenses**

- A. Employer agrees to budget and pay for licensing fees or charges that are required of lawyers to practice law in the State of Florida, as well as professional dues, including but not limited to joining the International Municipal Lawyers Association, and subscriptions of the Employee as Employee considers necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These memberships or subscription include at minimum the following:

- International Municipal Lawyers Association
- Florida Municipal Attorneys' Association
- Florida Association of Police Attorneys
- City, County, and Local Government Law Section of the Florida Bar
- Government Lawyer Section of the Florida Bar

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- Environmental and Land Use Law Section of the Florida Bar
  - Labor and Employment Law Section of the Florida Bar
  - Third Judicial Circuit Bar Association
- B. To the extent permitted by Florida Law, Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the IMLA Annual Conference, IMLA Chief Legal Officers Forum or IMLA Top50, the Florida League of Cities, the Florida Municipal Attorneys' Association, the annual meeting of the City County, and Local Government Section of the Florida Bar, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget and pay for IMLA distance learning programs and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and maintenance of the Employee's required CLE obligations and for the good of the Employer.
- D. Employer shall reimburse Employee for travel expenses and per diem in accordance with Chapter 112, Florida Statutes and the Employer's travel policies, to the extent such travel policies do not violate Chapter 112, Florida Statutes.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees or dues to enable the Employee to become an active member in one or more local civic clubs or organizations.
- F. Employer shall provide Employee, for business and personal use, the following:
- (a) One laptop computer;
  - (b) One Apple iPad Pro (wifi and cellular capable) with accompanying cellular plan;
  - (c) Software necessary to perform all job functions;
  - (d) One mobile phone with unlimited call and data plan;

Upon termination of Employee's employment, the equipment described herein shall remain the property of Employer at the end of Employee's employment..

## **Section 10. Involuntary Termination**

- A. For the purpose of this Agreement, only a termination of Employee's employment (regardless of whether such termination is initiated by Employer or Employee) pursuant to this Paragraph A will entitle Employee to the severance benefits set forth in Section 10. For purposes of clarification, Employee shall be precluded from entitlement to the severance benefits set forth in Section 10 if Employee's termination from employment (regardless of whether such termination is initiated by Employer or Employee) occurs under or pursuant to circumstances other than those set forth in this Paragraph A. For purposes of this Paragraph A, such termination shall occur when:

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- a) The majority of the governing body votes to terminate the employment of the Employee for convenience, i.e., without cause as set forth in Paragraph B. below, in accordance with Florida law at a properly posted and duly authorized meeting of the governing body. In all events, Employee reserves all rights before and after the vote to challenge, on any grounds, any determination of cause by the governing body.
  - b) If the Employer, citizens, or legislature acts to amend any provisions of the City of Lake City charter or ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government or the duties of the Employee within that government, then the Employee shall have the right to declare that such amendment or amendments constitute termination.
  - c) If the Employer reduces the Base Salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
  - d) If the Employee resigns following an offer initiated by Employer and approved by a majority of the governing body, for the Employer to accept Employee's resignation, whether formal or informal, then the Employee may declare a termination as of the date of the request.
  - e) In those situations where a breach of contract can be cured, breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 21.
- B. The Employer may terminate the employment of Employee with or, as set forth in Paragraph A. above, without good cause, at any time. For the purposes of this Agreement, in the event of termination with cause, Employee is not entitled to the severance benefits set forth in Section 10. Such termination with cause shall occur only when a simple majority of the governing body votes to terminate Employee with cause at a duly authorized public meeting called in accordance with Florida law and all other requirements of this Paragraph B. are satisfied. Employee shall be given written notice setting forth any allegations substantiating cause for termination pursuant to this paragraph at least fifteen (15) days prior to the public meeting, and such notice shall be given by the member or members of the governing body making such allegations. For the purposes of this Paragraph B, "cause" is defined as: (i) adjudication of guilt of any crime (whether a felony or misdemeanor) involving dishonesty, moral turpitude; or (ii) misfeasance, malfeasance, or nonfeasance in the performance of duties; or (iii) misconduct as defined by Section 443.036(29), Florida Statutes, or (iv) breach of this contract by Employee which breach shall remain uncured by Employee as provided in Section 10, Paragraph A(e). Any allegations that the governing body sets forth in its notice to substantiate the cause for termination shall not be binding on Employee and in all events, Employee reserves all rights before and after the vote to challenge, on any grounds, the propriety of the determination of cause by the governing body.
- C. For purposes of clarity, and not limitation, Employee shall cease to be an employee of the

Employer on the effective date of the termination of Employee's employment, and such date shall not be later than the last day Employee renders to Employer the functions and duties set forth in Section 3, hereof.

- D. In the event that the employment of Employee is terminated, as defined in Section 10 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave up to and including the date of termination, paid in lump sum.
- E. Nothing in this Section 10 is intended to modify, alter, change, reduce or waive any rights Employee may have pursuant to applicable law as it concerns termination of employment with discriminatory intent, purpose or effect.

### **Section 11. Severance**

- A. Severance shall be paid to the Employee when employment is terminated as such termination is defined in Section 10, Paragraph A.
- B. If the Employee's employment is terminated, the Employer shall provide a severance payment equal to twenty (20) weeks' salary at the then-current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary as all other employees of Employer are paid, at the Employee's option. On the effective date of the termination of Employee's employment, and excepting the severance payment set forth in this paragraph and Employee's right to payment of leave as set forth in Section 6, Paragraph D, and Section 11, Paragraph C, Employer's liability for and obligation to provide, and Employee's continued right at the Employer's expense to accrue, benefits and perquisites as set forth in Section 4, Paragraph E, and Sections 5, 6, 7, and 8 shall cease.
- C. In accordance with Section 6, Paragraph D, the Employee shall also be compensated for all accrued sick leave (less 80 hours pursuant to Section 6, Paragraph A), vacation leave (less 80 hours pursuant to Section 6, Paragraph A), and all paid holidays. In the event the balance of accrued sick leave and annual leave, after deducting the 80 hour credits provided in Section 6, Paragraph A is less than zero, Employee shall not receive a payout of accrued sick leave and annual leave.
- D. If Employee elects to receive a lump-sum payment of severance, Employer shall transmit such payment to Employee on or before the thirtieth (30<sup>th</sup>) day following the effective date of Employee's termination of employment.
- E. Any determination by Employer concerning the Employer's obligation to pay benefits to Employee as set forth in this Section 11 may only be made by the governing body, which shall approve any such payments before such payments are disbursed.
- F. The termination and severance of Employee shall be in accordance with a written "Separation Agreement" agreed to by Employee and approved by a majority vote of Employer's governing council.

### **Section 12. Resignation**

Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at anytime of his own volition and not at the request of the governing body. In the event

the Employee desires to voluntarily resign employment, the Employee shall give written notice to the Employer at least thirty (30) days prior to separation. The Employer shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of resignation, the Employer shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required thirty-day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave. For clarification and not for purposes of limitation, a resignation pursuant to this Section 12 is not a termination of Employee's employment with Employer and does not entitle Employee to rights solely accruing to Employee as the result of termination as set forth in Section 10, Paragraph A.

### **Section 13. Hours of Work**

The Employee acknowledges the proper performance of the duties of the Employee will require the Employee to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the Employer intends that reasonable time off be permitted the Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the Employee.

The Employee will devote full time and effort to the performance of the Employee's duties, and shall remain in the exclusive employ of the Employer during the term of this Agreement; provided that, with the prior consent of the Employer, the Employee may accept temporary, outside professional employment which will not in any way interfere with the performance of, or the Employee's availability for the performance of, the Employee's duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the Employee is compensated and which are performed on the Employee's time off. The Employer encourages the Employee to accept invitations to speaking engagements, writing or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages the Employee to participate in pertinent seminars, groups, associations and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Employee to perform the Employee's Duties.

### **Section 14. Ethical Commitments**

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any

fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit. This provision is intended to be supplemental and in addition to the requirements of Florida Statutes Chapter 112, the charter and ordinances of the City of Lake City, and the Rules Regulating the Florida Bar.

### **Section 15. Outside Activities**

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities the Employee wishes to undertake shall be permitted only with the prior written approval of the City Manager.

### **Section 16. Indemnification**

In addition to any requirement of Federal, State or Local Law, and to the extent permitted by law, Employer shall indemnify, defend, and hold Employee harmless against any and all claims (even if the allegations are without merit) or judgments for damages or injunctive relief arising from, related to, or connected with any tort, professional liability claim or demand, or any other claim, whether civil, criminal, administrative, arbitrative, or investigative, arising out of any alleged act or omission by Employee occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion by Employee in connection with the performance of his or her duties or responsibilities, unless the act or omission involved willful or wanton misconduct. In the event that the provision of legal representation by Employer may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and Employer may not unreasonably withhold approval of such request. Legal representation provided by Employer for Employee shall extend until a final unappealable determination of the legal action. In the event independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. Employee recognizes Employer shall have the right to compromise any claim against Employee for which Employer is providing the defense. This provision is not intended to be and shall in no way be construed as a waiver of Employer's defenses of sovereign immunity provided by Florida Law.

### **Section 17. Bonding and Professional Liability Insurance**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance; and, at the election of the Employer, the Employee, or both, any and all premiums for professional liability insurance having commercially reasonable limits of coverage and naming the Employee as the insured party.

### **Section 18. Other Terms and Conditions of Employment**

- A. The Employer, upon agreement with Employee, may fix other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions



are not inconsistent with or in conflict with any provisions of law. Substantive changes to this shall be made by amendment pursuant to Section 20.

- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the charter, ordinances, personnel rules and regulations, benefits guides, or by practice.

## **Section 19. Notices**

All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, by facsimile or email with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Employer:

City of Lake City, Florida  
205 North Marion Avenue  
Lake City, FL 32055  
Attention: Mayor of the City of Lake City  
Email Address: WalkerN@LCFla.com

if to Employee:

Clay Martin  
Post Office Box 1403  
Newberry, FL 32669  
Email Address: Clay@ClayMartin.com

or to such other address as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Any notice or communication delivered in person will be deemed effective upon delivery. Any notice or communication sent by facsimile, email, or air courier will be deemed effective on the first Business Day at the place at which such notice or communication is received following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail will be deemed effective on the third Business Day at the place from which such notice or communication was mailed following the day on which such notice or communication was mailed.

## **Section 20. General Provisions**

- A. Merger. This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement.
- B. Amendments. The Employer and Employee by mutual written agreement may amend this agreement. Such amendments shall be incorporated into and made a part of this agreement.

- C. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- D. Effective Date. This Agreement shall become effective on May \_\_\_\_, 2025.
- E. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.
- F. Severability. If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon agreement by the parties, be deemed stricken from the Agreement without affecting the binding force of the remainder.

## **Section 21. Performance Evaluation**

- A. Employer should annually review the performance of the Employee during the month of April of each year subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.
- B. In the event the Employer determines that the evaluation instrument, format and/or procedure are to be modified by the Employer, such modifications shall be adopted by the Employer at least 9 months before being used to evaluate the Employee's performance. Annually, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Employer's organization in the attainment of the Employer's policy objectives, and the Employer and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and shall be based, in whole or in part, on goals for the Employee's performance that are jointly developed and adopted by the Employer and the Employee.

[SIGNATURES ON NEXT PAGE]

DATED this \_\_\_\_\_ day of May, 2025.

EMPLOYEE:

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Clay Martin  
Employee

EMPLOYER:

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Noah E. Walker  
Mayor

ATTEST:

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Audrey Sikes  
City Clerk

Approved as to form and content:

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Joel F. Foreman  
As Special Counsel