

CITY COUNCIL RESOLUTION NO. 2021-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING AND RATIFYING THE APPOINTMENT OF AMI MITCHELL FIELDS AS INTERIM CITY MANAGER; PROVIDING FOR THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH AMI MITCHELL FIELDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy existed in the Office of City Manager of the City of Lake City, Florida (hereinafter the "City"), resulting from the termination of the most recently appointed permanent City Manager pursuant to the City Charter; and

WHEREAS, on June 21, 2021, the City Council appointed Ami Mitchell Fields as the Interim City Manager effective June 22, 2021; and

WHEREAS, the City Council finds that it is in the best interest of the City to memorialize the appointment of Ami Mitchell Fields in accordance with the general terms and conditions of the agreement titled *Employment Agreement for Interim Management Services Between the City of Lake City, Florida and Ami Mitchell Fields* (hereinafter the "Agreement"), attached hereto as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor shall be, and is, authorized to execute for and

FLK/aj
6/23/2021

on behalf of the City the aforementioned Agreement with Ami Mitchell Fields to serve as Interim City Manager in accordance with the terms, provisions and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

EMPLOYMENT AGREEMENT FOR INTERIM MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND AMI MITCHELL FIELDS

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Introduction

THIS EMPLOYMENT AGREEMENT (hereinafter “Agreement” or “agreement”), made and entered into this ____ of July, 2021, by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called “City”) and Ami Mitchell Fields, (hereinafter called “Fields”), both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force and effect from the effective date, provided in Section 16, until terminated by the City or Fields as provided in Sections 6 or 7 of this agreement. In the event that Fields is terminated, as defined in Section 6 of this agreement, Fields shall be entitled to all compensation including salary, and as applicable all accrued vacation and sick leave paid in lump sum or in a continuation of salary on the then existing pay period basis, at Fields’s option.

Section 2: Duties and Authority

A. Fields is the interim chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City’s charter and ordinances and as may be lawfully assigned by the City and shall comply with all lawful City Council directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.

B. Specifically, it shall be the duty of Fields to employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the ordinances and charter of the City.

C. It shall also be the duty of Fields to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, charter, state and federal law.

D. It shall also be the duty of Fields to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which Fields deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, state and federal law.

E. It shall also be the duty of Fields to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Fields’s resignation which must be accepted by the City Council.

F. Fields shall perform the duties of interim city manager of the City with reasonable care, diligence, skill, and expertise. Fields shall perform the duties of interim city manager of the City with reasonable care, diligence, skill, and expertise.

G. All duties assigned to Fields by the City Council shall be appropriate to and consistent with the

professional role and responsibility of Fields.

H. Fields or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Fields for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: City agrees to pay Fields an annual base salary of one hundred twenty thousand U.S. dollars and zero cents (\$120,000.00), payable in installments at the same time that the other management employees of the City are paid.

B. This agreement shall be amended by resolution to reflect any adjustments that are provided for, or required by, the City's compensation policies to include, but not be limited to, salary adjustments, performance incentives, increases in benefits, or any combination of elements comprising compensation.

Section 4: Employee Benefits

The City agrees to provide general benefits to Fields, at a minimum, equal to that which is provided to all other employees of the City.

Section 5: General Business Expenses

A. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Fields for professional and official travel, meetings, and occasions to adequately continue the professional development of Fields and to pursue necessary official functions for the City.

B. The City also agrees to budget and pay for travel and subsistence expenses of Fields for short courses, institutes, and seminars that are necessary for Fields's professional development and for the good of the City.

C. The City recognizes that certain expenses of a non-personal but job-related nature are incurred by Fields and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City's business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. Recognizing the importance of constant communication and maximum productivity, the City shall provide Fields, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a

City owned vehicle. Upon termination of Fields's employment, the equipment described herein shall be returned to the City within twenty-four (24) hours from the time of termination of employment.

Section 6: Termination

For the purpose of this agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual and shall occur when one, or more, of the following occurs:

A. The majority of the City Council votes to terminate Fields in accordance with the Charter or City Code at a properly posted and duly authorized public meeting.

B. If the City reduces the base salary, compensation or any other financial benefit of Fields, 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.

C. If Fields resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that Fields resign, then Fields may declare a termination as of the date of the suggestion.

D. If a breach of contract is declared by either party with a thirty (30) day cure period for either Fields or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 15.

Section 7: Resignation

In the event that Fields voluntarily resigns her position with the City, Fields shall provide a minimum of thirty (30) days' notice unless the City and Fields agree otherwise.

Section 8: Performance Evaluation

The City and Fields mutually agree that during the employment of Fields as an interim city manager that the evaluation of Fields' performance shall be ongoing.

Section 9: Hours of Work

It is recognized that Fields must devote a great deal of time outside the normal office hours on business for the City, and to that end Fields shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow Fields to faithfully perform her assigned duties and responsibilities.

Section 10: Ethical Commitments

Fields will at all times uphold the tenets of the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes. Specifically, Fields shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Section 11: Outside Activities

Fields may maintain an ownership interest in two existing businesses. Fields will make the necessary accommodations for her businesses while she devotes her full professional attention to the full and proper performance of the interim city manager duties. Fields acknowledges that her performance of interim city manager duties will often require her performance of said duties outside of normal business hours. In return for the compensation identified herein Fields agrees to devote her full professional attention to the full and proper performance of the interim city manager duties.

Section 12: Indemnification

Beyond that required under Federal, State, or Local Law, the City shall defend, save harmless and indemnify Fields against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Fields's duties as interim City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Fields may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Fields, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Fields against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Fields in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Fields recognizes that the City shall have the right to compromise and unless Fields is a party to the suit which Fields shall have a veto authority over the settlement, settle any claim or suit; unless, said

compromise or settlement is of a personal nature to Fields. Further, the City agrees to pay all reasonable litigation expenses of Fields throughout the pendency of any litigation to which Fields is a party, witness or advisor to the City. Such expense payments shall continue beyond Fields's service to the City as long as litigation is pending. Further, the City agrees to pay Fields reasonable consulting fees and travel expenses when Fields serves as a witness, advisor or consultant to the City regarding pending litigation.

Section 13: Bonding

The City shall bear the full cost of any fidelity or other bonds required of Fields under any law or ordinance.

Section 14: Other Terms and Conditions of Employment

A. The City, only upon written agreement with Fields, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Fields, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, Fields shall be entitled, at a minimum, to earn and accrue the highest level of benefits that are enjoyed by or offered to other appointed officers of the City as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

C. Fields, as interim City Manager, is exempt from residing within the incorporated area of the City while employed as interim City Manager.

Section 15: Notices

Notice pursuant to this Agreement shall be provided by depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

A. EMPLOYER: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055

B. EMPLOYEE: Ami Fields, 205 N. Marion Ave., Lake City, FL 32055

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Fields relating to the employment of Fields by the City. Any prior discussions or representations by or between the City and Fields are merged into and rendered null and void by this Agreement. The City and Fields by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and Fields as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall be effective retroactively to the 22nd day of June, 2021.

D. 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 have been executed by both the City and Fields subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or the City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

[The remainder of this page has been left blank intentionally. Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above and each hereby acknowledges receipt of an executed copy of this Agreement.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

AMI MITCHELL FIELDS

By: _____
Ami Mitchell Fields

APPENDIX 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement (“Agreement”) is made by and between the City of Lake City, Florida, a municipal corporation, (hereinafter the “City”) and Ami Fields, (hereinafter called “Fields”) an individual.

WHEREAS, the City has employed Fields as its interim city manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Fields’s employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Fields’s separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between the City and Fields, including without limitation, any and all claims arising out of or in any way related to Fields’s employment with or separation from the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, City and Fields agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Fields’s employment shall terminate on the _____ day of _____, 20__, which shall be Fields’s final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Fields or the City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Fields shall receive her regular paycheck for the pay period ending _____, 20__, on or before _____, 20__. Fields shall receive on or before _____, 20__, an additional payment to compensate for her accumulated paid time off, subject to customary payroll deductions,

4. **SURRENDER AND VACATION OF EMPLOYER’S PROPERTY.** Upon execution of this Agreement, Fields shall deliver all the City’s property in her possession and further, shall vacate the City’s property.

5. **RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be provided to Fields pursuant to this Agreement, Fields including her heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges the City and each of its past, present and future

elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Fields specifically acknowledges and agrees that s he is releasing and giving up any right that she may now have under federal or state law or political subdivision thereof and any claims that s he may now have or could have asserted against the City.

Fields specifically agrees to release all claims that she may have against the City under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; Fields Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Fields expressly waives all rights that s he might have under any law that is intended to protect him from waiving unknown claims.

The City hereby irrevocably and unconditionally releases, acquits and discharges Fields from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

6. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for the City to provide a reference to a prospective employer, Fields agrees that she will direct the prospective employer to contact the City Clerk. Additionally, Fields and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

7. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

A. Fields represents and warrants that: she is legally and mentally competent to sign this Agreement; she is the sole owner of any claims against the City; she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

B. Fields represents and warrants that she has not and will not file any complaints, charges or lawsuits against the City or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of her employment with or separation of her employment, except Fields expressly reserves the right to file a claim for unemployment benefits. Fields further agrees to indemnify and hold the City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by the City, arising out of any claim concerning the separation of employment that may hereafter be made by Fields or any other party.

C. The City represents and warrants that it has not and will not file any complaints, charges or lawsuits against Fields with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Fields's employment with the City or the separation of her employment from the City. The City further agrees to indemnify and hold Fields harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Fields, arising out of any claim arising from the separation of her employment that may hereafter be made by the City or any other party.

D. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

E. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

F. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

G. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

H. This Agreement and any amendments hereto may be executed in multiple counterparts by the

parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

8. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Florida, and the Columbia County Circuit Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

9. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

AMI MITCHELL FIELDS

By: _____
Ami Mitchell Fields