



AMENDED EMPLOYMENT AGREEMENT
CITY ATTORNEY

THIS AMENDMENT is intended to memorialize the continued engagement of JAMES D. STOKES, Florida Bar No. 157163, and the CITY OF PORT ST. LUCIE (“the City”), a Florida Municipal Corporation, for his services as the City Attorney, pursuant to the terms set forth herein.

1. All provisions of the Employment Agreement (“Agreement”) approved by City Council on June 22, 2020, shall remain in effect except as modified herein.
2. STOKES tenure as City Attorney and employment shall end on October 12, 2023, constituting thirty (30) days from the date this Amendment is approved by Council.
3. During the thirty (30) day notice period, STOKES has requested, and the City agrees he shall work off-site and shall not attend the meetings set forth in Paragraph 5 of the Agreement. STOKES shall continue to make court appearances on behalf of the City as applicable and agrees to assist in an appropriate transition of work. STOKES agrees that he will continue to promptly respond to City business.
4. On the next regular pay date after approval of this Amendment, STOKES shall be given the cost-of-living increase given to all other city employees for FY 22-23 in the amount of 6% to base salary, and such increase shall be made retroactive to October 1, 2022. STOKES shall also receive the FY 23-24 cost-of-living increase of 5% to base salary granted to all other city employees at the same time such increase is given to other employees.
5. STOKES will continue to be allowed to work as an arbitrator/hearing officer/special magistrate, and will be allowed the liberal use of time-off to fulfill such duties. STOKES will not represent any individual or party in any matter against the City as prohibited by state law.
6. Provided STOKES enters into the standard General Release attached hereto as Exhibit A in accordance with City practice, STOKES will receive severance pay in an amount equal to twenty (20) weeks base salary, with the City making the associated ICMA contributions to the applicable plan(s), full payout of vacation time, and 50% payout of sick leave in accordance with the City’s Rules and Regulations, which shall be paid in accordance with the terms of the General Release.
7. Any modification to this Agreement shall be mutually agreed upon and set-forth in writing; this Agreement is governed by Florida law and disputes adjudicated in the courts of St. Lucie County; and if any provision herein is determined to be unlawful or otherwise void as against public policy, the remainder of this Agreement shall remain in effect.

THIS AGREEMENT becomes effective when it is fully executed by both parties, subsequent to acceptance and approval by City Council action.

FOR THE CITY ATTORNEY:

FOR THE CITY OF PORT ST. LUCIE:

JAMES D. STOKES
City Attorney

SHANNON M. MARTIN
Mayor

Dated: _____

Dated: _____

ATTEST:

SALLY WALSH, City Clerk

GENERAL RELEASE
(Exhibit A to Amendment to Employment Agreement)

This General Release ("Release") is hereby made and entered into by and between JAMES D. STOKES ("EMPLOYEE") and the City of Port St. Lucie, Florida on behalf of itself, its present and former employees, elected and appointed officials, attorneys and agents, individually and in their official capacities (collectively referred to as the "Employer"). In exchange for the mutual promises set forth below and intending to be legally bound, the Employer and EMPLOYEE agree to the following terms and conditions:

- A. EMPLOYEE was employed as the City Attorney; and
- B. EMPLOYEE has voluntarily ended employment on October 12, 2023 pursuant to the terms of the Amendment entered into on September 11, 2023 which amended the Employment Agreement dated June 22, 2020.
- C. It is agreed and understood that neither the offer or acceptance of this Release nor the payment of any money, provision of benefits, or waiver of any rights hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Employer or EMPLOYEE.
- D. EMPLOYEE and EMPLOYEE's heirs, executors, representatives, administrators, agents, insurers, and assigns (collectively the "Releasers") irrevocably and unconditionally fully and forever hereby releases and discharges the Employer from and against any and all liability to Releasers upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, whether asserted or not, arising out of or relating to EMPLOYEE's employment, separation from employment, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this Release is signed and becomes effective. Without limiting the generality hereof, this Release covers any and all claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this Release); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Family Medical Leave Act (excluding prospective rights, if any), Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a to 2000a-6, and 2000e to 2000e-17); the Americans with Disabilities Act, the National Labor Relations Act; the Older Worker Benefit Protection Act, the Florida Civil Rights Act; any state or federal Whistle blower's Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement Income Security Act (regarding unvested benefits); Uniform Services Employment and Reemployment Rights Act (USERRA); the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; Patient Protection and Affordable Care Act; the Genetic Nondiscrimination Employment Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; Workers' Compensation retaliation; the Consolidated Omnibus Budget Reconciliation Act; the Florida Civil Rights Act; the Florida Equal Pay Act; claims relating to retaliation under Florida Statute Section 440.205; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; the Immigration Reform and Control Act (IRCA); and all local laws that may be legally waived; and any and all amendments to such acts); any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorney's fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; and every other source of legal rights and obligations which may validly be waived or released, except rights created or preserved expressly in this Release. The identification of specific statutes herein is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this Release in any manner.

However, this Release and waiver of claims excludes, and the Employee does not waive, release, or discharge: (i) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission (EEOC) or other similar federal or state administrative agencies, although the Employee waives any right to monetary relief related to any filed charge or administrative complaint; (ii) claims that cannot be waived

by law; (iii) indemnification rights the Employee has against the Employer; (iv) any right to file a charge under the Public Employee Relations Act; (v) protections against retaliation under the Taxpayer First Act (26 U.S.C. § 2623(d)); and (vi) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements.

E. EMPLOYEE makes the following representations to the Employer, each of which is necessary before the consideration provided herein becomes effective:

- (1) that the payments and other benefits which the Employer has agreed to provide are payments and benefits to which EMPLOYEE would not be entitled if it were not for this Release;
- (2) that no consideration, promises, agreements or representations have been made to EMPLOYEE to encourage him to sign this Release, except those that are contained in this Release;
- (3) that EMPLOYEE has read and understands each and every provision of this Release and any waiver pursuant to this Release is knowing and voluntary;
- (4) that EMPLOYEE has been advised by the Employer that he should consult an attorney of his own choosing before signing this Release;
- (5) that he has not filed any complaints or initiated any other legal proceedings against the Employer before the date of signing this Release;
- (6) that he has been paid in full for all time worked in accordance with the law and is owed no wages, whether in the form of straight time, overtime, or liquidated damages;
- (7) that he was provided and received all paid and unpaid leaves of absence to which he was entitled;
- (8) that he has not assigned, transferred or purported to assign or transfer any claims released in this Release to any person, association or entity;
- (9) that he assumes the risk for any mistake of fact now known or unknown and that he understands the significance of this Release;
- (10) that he has the mental capacity to enter into this Release;
- (11) that he has returned all of Employer's building access badges, Employer owned or leased equipment (such as wireless cards, laptops, tablets, phones, etc.), documents, software, hardware, electronic devices, and other materials, whether tangible or intangible, to Employer, and has relinquished and has provided to Employer any and all individual and system passwords and/or login information relating to Employer's information technology systems;
- (12) that he has submitted any and all expense reports or other expenditures believed to be reimbursable by Employer, including receipts or other backup, prior to executing this Agreement;
- (13) that he has had an adequate and reasonable period of time (up to twenty-one days) to decide whether or not to sign this Release. Accordingly, failure to sign and return the Release to the Mayor on or before 5:00 p.m. October 3, 2023, shall be deemed a rejection of the Release and he shall not be entitled to the benefits outlined herein to which he would not otherwise be entitled. Material or immaterial changes to this Release do not restart the running of the 21-day period; and
- (14) that EMPLOYEE has been advised by the Employer that EMPLOYEE has seven (7) days from the date EMPLOYEE signs this Release to revoke acceptance of this Release in writing by delivering such written revocation to the Mayor, within the 7-day period.

- F. In exchange for the Release, the Employer agrees that, in accordance with Paragraph 6 of the Amendment to Employment Agreement, it will cause the gross amount of twenty (20) weeks base salary compensation (\$_____).

Also in consideration for the Release and in accordance with Paragraph 6 of the Amendment to Employment Agreement, the Employer will make the associated ICMA contribution to EMPLOYEE's plan and will further make payment for 100% of the accrued and unused vacation leave and 50% of the accrued and unused sick leave as reflected in the leave banks at the time of separation, in accordance with the City's Rules and Regulations.

Such payments shall be delivered to EMPLOYEE, at the last home address listed on file with the City within 21 calendar days of the expiration of the revocation period.

All of the forgoing payments of base salary compensation and payment for accrued and unused vacation and sick leave are identified as gross amounts and shall be subject to applicable deductions, such as tax withholdings. In the event that the Internal Revenue Service should make a determination that the foregoing amounts are otherwise taxable, EMPLOYEE shall be fully responsible for the payment of any taxes, including but not limited to, income tax, social security payments or other such payments or taxes related to the payment received by her and the Employer shall not have any responsibility for the payment thereof. EMPLOYEE shall hold Employer harmless for any and all costs, fees or damages associated with such a claim by the Internal Revenue Service.

- G. EMPLOYEE agrees that he will not engage in any activity or communications that are intended to disparage the Employer, including its present and former employees, elected and appointed officials, attorneys and agents, individually and in their official capacities (either orally or in writing, including but not limited to, social media, such as Facebook, LinkedIn, etc.) to the maximum extent permitted by law.

EMPLOYER, including its current employees at the level of Assistant Director or higher, elected and appointed officials, attorneys and agents, individually and in their official capacities, agrees that it will not engage in any activity or communications that are intended to disparage the EMPLOYEE, (either orally or in writing, including but not limited to, social media, such as Facebook, LinkedIn, etc.) to the maximum extent permitted by law.

- H. This Release shall inure to the benefit of and be binding upon the Employer and EMPLOYEE and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.
- I. This Release constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.
- J. Should any part, term, or provision of this Release be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Release.
- K. The Release shall be governed exclusively by Florida Law (including its statutes of limitations) without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Venue for any action herein shall be exclusively in the state or federal court located in Saint Lucie County, Florida. EMPLOYEE expressly consents and submits to the exclusive personal jurisdiction of the courts of Saint Lucie County, Florida and waives the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.
- L. This Release shall not be construed against the party who drafted same.
- M. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.
- N. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES

THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE'S SIGNATURE BELOW IS AN AGREEMENT TO RELEASE EMPLOYER FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the parties have executed this Release and General Release as of the date written below.

JAMES D. STOKES:

CITY OF PORT ST. LUCIE

James D. Stokes

Date

Shannon Martin, Mayor

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by JAMES D. STOKES.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____