



EMPLOYMENT AGREEMENT
CITY ATTORNEY

THIS AGREEMENT 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. STOKES shall be engaged to fulfill the duties and responsibilities of the City Attorney as set forth in Section 9.04 of the City's Charter and Section 31.18 of the City's Code of Ordinances. This Agreement shall have continuing effect, unless terminated pursuant to the terms herein.
2. As City Attorney, STOKES shall be the Director of the Legal Department and be responsible to supervise all attorney and support personnel assigned to that Department. STOKES will supervise and mentor attorney staff generally, as well as prepare them to attend Board and Committee meetings; STOKES will monitor and supervise all litigation, whether handled in-house or by outside counsel.
3. STOKES, as an exempt employee, will work whatever hours are necessary to competently fulfill his duties and responsibilities, which shall be a minimum of 40 hours per week; generally on a four-day work schedule, unless otherwise needed more frequently. STOKES will remain available to the Mayor & Council, the City Manager and his staff, the Legal Department's staff, and all City department directors as needed by cell phone and email.
4. STOKES agrees to (and has already) terminated his employment as City Attorney for the City of Sebastian. STOKES will be allowed to continue his outside employment as an arbitrator/hearing officer/special magistrate, provided it does not interfere with his responsibility to the City which shall remain his priority. STOKES will not engage in representing any new client as an attorney during the term of this engagement.
5. STOKES will attend all regular City Council meetings, special set meetings, and workshops unless unavoidably absent due to vacation, illness or other unforeseen conflict. The City Council shall have the right to provide an annual evaluation of STOKES at the same time and under the same process as the City Manager.
6. STOKES will be an officer of the City and will be fully defended and indemnified pursuant to Section III.07, et seq. Florida Statute, or any other applicable provision of law or policy, in the same manner as done for other City employees and officials.
7. STOKES will be paid a base salary of \$206,000, payable in accordance with the City's regular payroll practices. STOKES will be entitled to any and all other employee benefits provided to other managerial/executive employees.

8. STOKES may be terminated without cause by the affirmative vote of a majority of the City Council, with STOKES receiving a severance amount equal to twenty weeks of base salary compensation, the associated ICMA contribution, and other separation benefits as set-forth in the City's Rules and Regulations. In exchange for this severance benefit, a general release of all claims against the City, its officers and employees, and their agents shall be executed by STOKES.
9. Notwithstanding Paragraph 8, the City may terminate STOKES "with cause" in its sole discretion based upon any of the following actions by Stokes:
 - a. Conviction of a felony;
 - b. Conviction of a misdemeanor relating to official duties;
 - c. Misconduct, as defined in Florida Statute Section 443.036(29), as amended from time to time; or
 - d. Suspension or disbarment by The Florida Bar.

Where through the affirmative vote of a majority of the City Council, the City terminates the engagement "with cause" as set forth above, STOKES shall be paid through the final date of employment, but shall not receive any severance pay.

10. 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:



JAMES D. STOKES
City Attorney

Dated: 6/22/2020

FOR THE CITY OF PORT ST. LUCIE:



GREGORY J. ORAVEC
Mayor

Dated: June 22, 2020

ATTEST:



Karen A. Phillips, City Clerk



Agenda Summary
2020-481

Agenda Date: 6/22/2020

Agenda Item No.: 13.b

Placement: New Business

Action Requested: Motion / Vote

Employment Agreement with James Stokes

Submitted By: Kristina Ciuperger, Special Assistant to the City Manager

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): Mr. Stokes' letter of engagement as a Contractual Employee was in effect through April 30, 2020. The City Manager and Human Resources engaged with Mr. Stokes to renew and negotiate his terms of employment for Council consideration.

Presentation Information: N/A

Staff Recommendation: Move that the Council authorize the Mayor on behalf of the City Council to sign the agreement.

Alternate Recommendations:

1. Move that the Council amend the recommendation and provide feedback with changes.
2. Move that the Council reject the agreement.

Background: Mr. Stokes is engaged on a limited, temporary basis as a Contractual Employee to fulfill the duties and responsibilities of the City Attorney as set forth in Section 9.04 of the City's Charter and Section 31.18 of the City's Code of Ordinances. The term of the former agreement was through April 30, 2020. The new agreement is intended to memorialize the continued engagement of Mr. Stokes as the City Attorney as an exempt employee. Mr. Stokes will be paid a base salary of \$206,000, payable in accordance with the City's regular payroll practices. Mr. Stokes will be entitled to any and all other employee benefits provided to other managerial/executive employees.

Issues/Analysis: N/A

Financial Information: Mr. Stokes will be compensated at an annual rate of \$206,000 prorated bi-weekly consistent with City employees.

Special Consideration: N/A

Location of Project: N/A

Attachments: Employment Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:

Reviewed by Outside Legal Counsel. Approved as to Legal form and sufficiency by Melany K. Crawford, Chief Assistant City Attorney.



PERSONNEL STATUS / CHANGE FORM

*Please email completed form and any backup documentation to HRPayChanges@cityofpsf.com.

Effective Date: 5/1/2020

Today's Date: 7/21/2020

Employee Name: <u>James D. Stokes</u>	Employee ID #: <u>4758</u>
Department Name: <u>City Attorney's Office</u>	Cost Center #: <u>001-1400</u>

Action Type

- Change in department/cost center #
- Demotion
- Garnishment in wages
- Increase in pay - (explain in comments)
- Lateral
- New Hire
- Promotion
- Reclassification
- Other (explain in comments)

Termination Type

- Deceased
- Layoff
- Probationary
- Resignation
- Retirement
- Seasonal
- Termination
- Termination with cause
- Other (explain in comments)

Leave Type

- Administrative - paid / unpaid
- FMLA
- Medical (non-FMLA)
- Military Training / Active Duty
- Personal (non FMLA)
- Suspension - with / without pay
- Workers Compensation
- Other (explain in comments)

Employment Type

- Exempt
- Full-time
- Part-Time
- Contractual - with without Benefits
- Intern - paid / unpaid
- Seasonal
- Temporary

Union Affiliation

- FOPE
- OPEIU-SUP
- OPEIU-PRO
- IUPA - P.O.
- IUPA - SGT.
- IUPA - LT.
- NON UNION

Supervisor: Charter Officer

	Department / Cost Center #	Position Title	Job Class Code	Hourly Rate	Scheduled Hours (Weekly)
From	001-1400	City Attorney		96.1539	
To	001-1400	City Attorney		99.0385	

Comments
New Contract Approved by City Council, effective May 1, 2020.

 Department Director	 Human Resources Director	 Payroll
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HR Use Only Other (explain in comments) Pay Frequency <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly Processed by: (please initial below) Munis Master: _____ Munis Personnel Action: <u>FA</u> Benefits: _____ Date: <u>7/24</u>	Hire Date: _____ Benefits Effective Date: _____ Anniversary Date: _____
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