



# CITY OF PORT ST LUCIE

## COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12A

Meeting Date: 7/25/16

TO: Mayor and City Council

FROM: Jerome Post, Human Resources Director

A handwritten signature in blue ink, appearing to be "JP", is written over the name "Jerome Post".

Agenda Item: Motion: Approval of an employment agreement between the City of Port St. Lucie and O. Reginald Osenton

Submittal Date: 7/22/2016

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**STRATEGIC PLAN LINK:** Strategic Plan Goal 1: Financially Sound City, High Performance Organization.

**BACKGROUND:** Following a competitive search process Mr. O. Reginald Osenton was selected as the successful candidate to fill the vacant position of City Attorney. At a Special City Council meeting on July 11, 2016, the Council requested that the Mayor negotiate an employment agreement with the assistance of Human Resources.

**ANALYSIS:** Attached is a copy of the agreement. The highlights of this agreement are the following: 1) Salary of \$190,000 annually with a potential increase of 5% on his one-year anniversary date based on a performance review. The amount of this increase will not be less than the amount afforded the non-union employees in the same fiscal year. 2) Relocation expenses of \$5,000 payable upon date of hire. 3) The same accrual of annual leave, sick leave and personal leave as the non-union employees. 4) The same retirement benefit offered to the non-union employees. 5) This agreement is considered "evergreen" with no sunset date. 6) Terms of severance pay have been clarified, but similar to those of other City Council Appointees.

**FINANCIAL INFORMATION:** With the compensation package detailed in the Analysis above, this agreement remains within the budget set for the City Attorney's Office.

**LEGAL INFORMATION:** Approved Azlina Goldstein-Siegel, Acting City Attorney, as to form.

**STAFF RECOMMENDATION:** These are the terms that have been negotiated by the team pursuant to City Council direction.

**SPECIAL CONSIDERATION:** NA

**PRESENTATION INFORMATION:** Jerome Post, Human Resources Director, will provide a brief presentation.

**REQUESTED MEETING DATE:** NA

**LOCATION OF PROJECT:** NA

**ATTACHMENTS:** Employment Agreement with exhibit

**RECEIVED**

JUL 22 2016

**CITY MANAGER'S OFFICE**

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), effective the 1<sup>st</sup> day of September, 2016, by and between the CITY OF PORT ST. LUCIE, hereinafter referred to as CITY, acting through the CITY COUNCIL, hereinafter referred to as CITY COUNCIL, and O. REGINALD OSENTON, hereinafter referred to as EMPLOYEE, governs the terms and conditions of EMPLOYEE'S employment as City Attorney.

WHEREAS, CITY desires to secure and retain the services of EMPLOYEE as the City Attorney for the CITY; and

WHEREAS, CITY agrees to employ EMPLOYEE and EMPLOYEE agrees to accept employment with CITY in the position of City Attorney; and

WHEREAS, it is the desire of the CITY COUNCIL to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. A job description for the position delineating specific job duties is attached hereto as Exhibit A and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall serve at the pleasure of CITY COUNCIL and shall be an at-will contractual employee of the CITY, and waives any rights to a pre- or post-disciplinary hearing in the event of discipline, including termination.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY COUNCIL to terminate the employment of EMPLOYEE at any time, subject only to the provisions set forth in Section XI.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY COUNCIL to cancel this Agreement, subject only to the provisions set forth in Section III (B) or (C).

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time, subject only to the provisions set forth in Section III (A) and (D).

III. CANCELLATION OF AGREEMENT. The parties agree that this Agreement may be canceled in one of the following ways:

A. EMPLOYEE may cancel this Agreement by providing at least 60-days written notice to CITY COUNCIL of EMPLOYEE'S voluntary resignation, unless the parties agree otherwise. A timely notice constitutes a "good standing" separation. EMPLOYEE acknowledges and understands that, in the event of a voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CITY COUNCIL may cancel this agreement in the event EMPLOYEE abandons the position. A position is considered abandoned after unauthorized absences from work for a consecutive period of three (3) days (or three (3) assigned shifts) occur. EMPLOYEE is not entitled to severance in the event of cancellation due to abandonment.

C. If EMPLOYEE is convicted of a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law, such charges arising from events and prosecution occurring during the term of this Agreement, CITY COUNCIL shall have the option of canceling this Agreement without being obligated to pay any severance pay.

D. EMPLOYEE may, at EMPLOYEE'S option, consider and have this Agreement deemed canceled by the CITY under such terms that will entitle EMPLOYEE to

receive severance pay under Section XI of this Agreement in the event any of following should occur: (i) EMPLOYEE is effectively terminated after the enactment of a charter amendment or ordinance that would render EMPLOYEE ineligible for the position of City Attorney; or (ii) the CITY at any time during the employment of EMPLOYEE reduces the salary or other financial benefits of EMPLOYEE in greater percentage than an applicable across-the-board reduction for all CITY employees; or (iii) the CITY refuses following receipt of written notice from EMPLOYEE of CITY'S non-compliance with any other provision of this Agreement benefitting EMPLOYEE herein; or (iv) EMPLOYEE resigns following a suggestion, whether formal or informal by the CITY COUNCIL, that EMPLOYEE should tender a notice of EMPLOYEE'S resignation to CITY COUNCIL.

IV. TERMINATION OF EMPLOYMENT. CITY COUNCIL may, with or without cause, terminate the employment of the EMPLOYEE at any time. If the employment of the EMPLOYEE is terminated pursuant to Section II (B) or (C) of this Agreement, EMPLOYEE shall be entitled to severance pay as set forth in Section XI. If the employment of the EMPLOYEE is terminated pursuant to Section III (B) or (C) of this Agreement, EMPLOYEE shall not be entitled to severance pay as set forth in Section XI as such a separation from employment shall not constitute a "good standing" separation. However, in the event of termination, EMPLOYEE shall be entitled to receive compensation for all eligible accrued benefits to date, based on the limitations and conditions detailed in this Agreement.

V. PERFORMANCE CRITERIA AND EVALUATIONS.

A. At least annually, CITY COUNCIL shall meet with EMPLOYEE to establish performance standards, departmental goals and criteria for a performance evaluation. On or before each annual anniversary date of this Agreement, CITY COUNCIL (or designee) shall,

in accordance with criteria previously established, review and evaluate the performance of EMPLOYEE.

B. CITY COUNCIL may provide EMPLOYEE with a written performance evaluation and provide an opportunity for EMPLOYEE to discuss the contents thereof with CITY COUNCIL for the purpose of advancing the overall effectiveness of EMPLOYEE in EMPLOYEE'S position.

C. CITY COUNCIL may provide EMPLOYEE with periodic written performance evaluations during the first 180 days of employment as **City Attorney**.

VI. HEALTH, DISABILITY, AND LIFE INSURANCE.

A. CITY agrees to provide disability, accidental death and dismemberment, and life insurance for EMPLOYEE and to pay the premiums thereon equal to that which is provided to all other CITY employees.

B. The CITY agrees to provide comprehensive health and hospitalization insurance coverage, which includes medical, dental, and vision insurance for EMPLOYEE and EMPLOYEE'S dependents (if eligible), provided EMPLOYEE pays the required contribution(s). Contributions, co-payments, and other fees shall reflect the rate(s) applicable to CITY employees.

VII. SECONDARY EMPLOYMENT. EMPLOYEE agrees not to accept any other full-time employment. However, CITY COUNCIL agrees that EMPLOYEE shall be allowed to accept part-time employment such as the position of adjunct professor, and to accept normal compensation for such endeavors, provided such part-time employment shall be scheduled so as to not interfere with the normal operations of the CITY and shall require the prior written approval of CITY COUNCIL.

VIII. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

**Note:** "Anniversary date," as referenced in this section, shall mean September 1<sup>ST</sup> of each year following EMPLOYEE's date of hire, which shall be September 1, 2016 (the "Date of Hire").

A. SICK TIME. EMPLOYEE shall be granted ninety-six (96) hours sick time on the first day of employment and upon subsequent anniversary dates. Said sick time may only be used in accordance with the provisions outlined in the City's Personnel Rules and Regulations. In the event EMPLOYEE'S separation from service is not in "good standing" pursuant to Section III (B) or (C), or Section IV, EMPLOYEE shall not be compensated for unused sick time. If EMPLOYEE leaves City employment pursuant to Section III (A) or (D), said separation shall constitute good standing and compensation for unused sick time will be granted in accordance with the following:

<b>Years Employed</b>	<b>Payment Percentage</b>
5 - 9	50%
10 - 14	60%
15 - 19	75%
20 +	100%

Payments are limited to a maximum of one thousand forty (1,040) hours.

B. ANNUAL LEAVE. EMPLOYEE shall accrue annual leave on a bi-weekly basis, using his date of hire, as follows:

<b>Years Employed</b>	<b>Days Accrued Per Year</b>
0-3	10
4-9	15
10-19	20
20 +	25

Annual leave may only be accrued to a maximum of two-hundred forty (240) regular hours. If EMPLOYEE leaves CITY employment after more than six (6) months of continuous employment

from EMPLOYEE'S Date of Hire, EMPLOYEE shall receive payment for any accrued annual leave as of the effective date of separation, subject to the provisions of Section III (B) and (C), and Section IV.

C. COMPENSATORY TIME. EMPLOYEE shall be granted Forty (40) hours of compensatory time on the first day of employment and upon subsequent anniversary dates. Said compensatory time may be used in addition to other approved leaves. No more than (40) hours per year may be utilized within any twelve-month period, with said initial twelve-month period commencing on September 1, 2016 and ending on August 31, 2017, the following year. Upon separation from employment with the CITY for any reason, including but not limited to retirement, termination or cancellation of the Agreement, EMPLOYEE is not entitled to and will not receive payment for any unused compensatory time balance.

D. PERSONAL DAYS. EMPLOYEE shall be granted three (3) paid personal leave days on the first day of employment and upon subsequent anniversary dates. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from CITY employment.

E. OTHER AUTHORIZED LEAVES/ABSENCES. EMPLOYEE may be granted Bereavement, Military and other Authorized Leaves/Absences pursuant to the City's Personnel Rules and Regulations, and in accordance with applicable law.

IX. RETIREMENT. The CITY agrees to pay an amount equal to ten and one-half (10.5%) percent of EMPLOYEE'S base pay into the ICMA Retirement Corporation 401(A) or 457 Account, as selected by EMPLOYEE. Said contributions shall coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other managerial CITY employees.



X. SALARY/ALLOWANCES/COMPENSATORY LEAVE.

A. Starting salary shall be One Hundred, Ninety Thousand Dollars (\$190,000.00) per year, payable in bi-weekly installments. On the first anniversary of EMPLOYEE'S start date, EMPLOYEE'S salary shall be increased by up to five percent (5%), based upon EMPLOYEE'S annual performance review pursuant to Section V(A), but no less than the amount afforded to non-bargaining employees that year. Thereafter, EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustments, based upon annual performance reviews or for other legitimate reasons.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA), EMPLOYEE qualifies for the "EXECUTIVE," employee exemption. As an exempt employee, EMPLOYEE is paid a weekly salary, not subject to minimum wage or overtime provisions of the FLSA. As such, EMPLOYEE shall do all things necessary and required to be available to CITY during the term of this Agreement.

C. AUTOMOBILE EXPENSES. EMPLOYEE will receive mileage reimbursement for use of EMPLOYEE'S personal vehicle for local and out-of-area business travel at the CITY rate, which shall annually coincide with the Internal Revenue Service's standard mileage rate.

D. COMMUNICATION EXPENSES. CITY hereby agrees to provide EMPLOYEE a city cell phone or similar device for use in the normal conduct of business, in accordance with CITY policy.

E. RELOCATION EXPENSES. The CITY shall pay upon hire a one-time lump sum of Five Thousand Dollars and No Cents (\$5,000.00) to EMPLOYEE to cover any relocation costs.

XI. SEVERANCE PAY. CITY COUNCIL shall grant EMPLOYEE twenty (20) weeks' severance pay upon termination by CITY COUNCIL pursuant to Section IV.

XII. RESIDENCY. EMPLOYEE shall establish legal residency within the City Limits of Port St Lucie no later than six (6) months from the Effective Date of this Agreement and shall maintain such residency throughout EMPLOYEE'S tenure as **City Attorney**.

XIII. GENERAL EXPENSES. CITY COUNCIL recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses, subject to prior approval of CITY COUNCIL and in accordance with City policy. However, general expenses of the EMPLOYEE that do not require EMPLOYEE to seek any further prior approval from CITY COUNCIL, but subject to any operating budget limitations, include Florida Bar dues and job-affiliated Bar section and other professional dues, subscriptions and continuing legal education expenses EMPLOYEE deems necessary for EMPLOYEE'S continuation and full participation in national, regional, state and local associations and organization necessary and desirable for EMPLOYEE'S professional participation, growth and advancement, for the good of the CITY. A designated employee of the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

XIV. CIVIC CLUB MEMBERSHIPS. CITY COUNCIL recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to CITY COUNCIL for review and approval a listing of civic organizations for which, if approved, the CITY shall pay all expenses on EMPLOYEE'S behalf.

XV. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE'S employment not specifically set forth in this Agreement shall be governed by the City's Personnel

Rules and Regulations for non-bargaining unit employees, provided said provisions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code of Ordinances and/or any law.

XVI. POST EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY board or commission for a period of two (2) years following EMPLOYEE'S separation of employment. However, this post employment restriction shall not apply to EMPLOYEE'S representation of a bargaining unit or any not-for-profit entity serving the needs of the community as may be determined by the CITY COUNCIL. This section shall survive the termination of EMPLOYEE or cancellation of this Agreement.

XVII. LIABILITY INSURANCE/INDEMNIFICATION.

A. The CITY agrees that EMPLOYEE shall be an insured in the CITY'S general liability insurance program.

B. Beyond that required under federal, state, or local law, the CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Attorney or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE'S duties or responsibilities, unless the act or omission involved willful or wanton conduct by the EMPLOYEE. The EMPLOYEE may request and the CITY shall not unreasonably refuse to provide independent legal representation at CITY'S expense. Legal representation provided by the CITY for EMPLOYEE shall extend until a final determination of the legal action including any appeals brought by either party. The CITY shall indemnify EMPLOYEE against any and all


losses, damages, judgment, interest, settlements, fines, court costs, and other liabilities incurred by, imposed upon, or suffered by such EMPLOYEE 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 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.

XVIII. MODIFICATIONS. No change or modification of this Agreement shall be valid unless it is reduced to writing and signed by both parties.

XIX. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in St. Lucie County, Florida.

XX. SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement shall be determined to be illegal or to be void as against public policy, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this \_\_\_\_ day of \_\_\_\_\_ 2016 (the "Effective Date" of the Agreement).

  
\_\_\_\_\_  
O. Reginald Osenton, EMPLOYEE

\_\_\_\_\_  
Gregory J. Oravec, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Azlina Goldstein Siegel,  
Interim City Attorney

# EXHIBIT

“A”

(to Employment Agreement)



CITY OF PORT ST. LUCIE  
Position Description

Job Title: City Attorney  
Department: Legal  
Reports To: City Council  
Job Code: 11400  
Band: Administrator  
Union Status: Non  
FLSA Status: Exempt  
Prepared Date: June 3, 2004  
Modification Date: April 21, 2016

This position is an Essential classification and will require you to report to duty after a hurricane or emergency.

### Summary

Responsible, professional, managerial and administrative work providing legal advice and/or counseling and legal representation to the Mayor, City Council, City Manager, department directors and City employees in their official capacity. Also directs and provides legal counsel and advice to the various Boards and Commissions as established by the City and attends their meetings when requested. Work involves drafting and reviewing all City ordinances, resolutions, deeds, easements, conveyances, and all other legal documents necessary to conduct City business. This is an appointed position by the City Council. This position directs the administration of the City Attorney's Office.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

Performs duties or oversees legal staff in research of legal questions, preparation of resolutions, issuance of briefs and legal documents, representation of City in various civil lawsuits and rendering of legal opinions.

Directs and reviews work of staff counsel through conferences, inspection of documents, and evaluation of results obtained.

Gathers evidence in civil, criminal, and other cases to formulate defense or to initiate legal action.

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

Provides legal counsel for prosecution of eminent domain proceedings and other civil suits, actions, and proceedings authorized by the City Council; attends meetings of the City Council and certain other City boards.

Provides legal defense counsel in suits and actions brought against the City, except in cases where special legal counsel is engaged.

Works with Police Department and other City departments to enforce Florida laws and statutes within the City.

Reviews and renders written legal opinions on matters relating to municipal government, pertinent decisions, policies, regulations, and other legal matters relating to the City.

Advises City Council and City officials concerning transactions of business involving internal affairs and public relations.

**Job Title:** City Attorney  
**Department:** Legal

Interprets laws, rulings, and regulations for City Council and City officials; reviews various matters for compliance with applicable laws and ordinances.

Prepares, reviews, and approves as to form and sufficiency, City ordinances, resolutions, deeds, and contracts.

Provides legal assistance regarding labor disputes and employee relations matters.

Confers with colleagues with specialty in area of lawsuit to establish and verify basis for legal proceedings.

Conducts research, interviews clients, and witnesses and handles other details in preparation for trial or adjudication.

Represents City in court and before quasi-judicial or administrative agencies of government.

Directs the preparation of department budget; assigns and supervises attorneys and support staff.

### **Supervisory Responsibilities**

Manages subordinate supervisors who supervise employees in the department. Responsible for the overall direction, coordination, and evaluation of unit. Also directly supervises non-supervisory employees. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

### **Competency**

To perform the job successfully, an individual should demonstrate the following competencies:

**Analytical** - Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data; Designs work flows and procedures.

**Design** - Generates creative solutions; Translates concepts and information into images; Uses feedback to modify designs; Applies design principles; Demonstrates attention to detail.

**Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.

**Project Management** - Develops project plans; Coordinates projects; Communicates changes and progress; Completes projects on time and budget; Manages project team activities.

**Technical Skills** - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.

**Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

**Interpersonal Skills** - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

**Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation

**Job Title:** City Attorney  
**Department:** Legal

skills; Participates in meetings.

**Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

**Teamwork** - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

**Visionary Leadership** - Displays passion and optimism; Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

**Change Management** - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

**Delegation** - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

**Leadership** - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

**Managing People** - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services.; Continually works to improve supervisory skills.

**Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.

**Business Acumen** - Understands business implications of decisions; Displays orientation to profitability; Demonstrates knowledge of market and competition; Aligns work with strategic goals.

**Cost Consciousness** - Works within approved budget; Contributes to profits and revenue; Develops and implements cost saving measures; Conserves organizational resources.

**Diversity** - Demonstrates knowledge of EEO policy; Shows respect and sensitivity for cultural differences; Educates others on the value of diversity; Promotes a harassment-free environment.

**Ethics** - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.

**Organizational Support** - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values; Benefits organization through outside activities.

**Strategic Thinking** - Develops strategies to achieve organizational goals; Understands organization's strengths & weaknesses; Analyzes market and competition; Identifies external threats and opportunities; Adapts strategy to changing conditions.

**Judgment** - Displays willingness to make decisions; Exhibits sound and accurate judgment;



**Job Title:** City Attorney  
**Department:** Legal

Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

**Motivation** - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

**Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

**Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

**Quality** - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

**Quantity** - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

**Safety and Security** - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

**Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

**Attendance/Punctuality** - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

**Dependability** - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

**Initiative** - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

**Innovation** - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches

**Qualifications** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **Education and/or Experience**

A Bachelor's degree from an accredited college of law and a Juris Doctorate degree (J.D.). Twelve + years of progressively responsible legal experience, with at least five (5) years in government law. Experience in one or more of the following is important to the proper functioning of the Office: civil or criminal trials or administrative hearings, code enforcement, environmental and land use, public contracts, public purchasing, public finance, real estate, and employment law. Must be a member in "good standing" with The Florida Bar.

**Job Title:** City Attorney  
**Department:** Legal

### **Language Skills**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

### **Mathematical Skills**

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

### **Reasoning Ability**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

### **Computer Skills**

To perform this job successfully, an individual should have knowledge of Microsoft Suite and legal software.

### **Certificates, Licenses, Registrations**

Valid Florida Driver's License and maintenance of clean driving record.  
Member in good standing of the Florida Bar Association.

### **Other Skills and Abilities**

Knowledge of Florida Criminal Laws and Rules of Criminal Procedure.  
Knowledge of Florida Juvenile law and procedures.  
Knowledge of State statutes, local ordinances and office regulations governing search and seizure of property, arrest, and admissibility of evidence.  
Knowledge of law enforcement methods and procedures.  
Knowledge of Forfeiture Laws in order to prepare documents, reports, correspondence etc.  
Knowledge of criminal justice, social services and community agencies and their relationship to law enforcement practices.  
Skill in the operation of a computer and conducting computer-based legal research.  
Ability to learn the geography of the City and its physical and social characteristics.  
Ability to respond to training programs designed to develop proficiencies in work areas.  
Ability to supervise staff.  
Ability to communicate effectively in writing and orally.  
Ability to establish and maintain effective working relationships with the City Council, City officials and the public.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit. The employee is frequently required to talk and hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and

**Job Title:** City Attorney  
**Department:** Legal

ability to adjust focus.

**Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate. The office environment is fast paced.