



## **AGREEMENT FOR CITY ATTORNEY**

**THIS AGREEMENT** made and entered into this 12th day of February, 2020 by and between the City of Sebastian, a Florida Municipal Corporation (hereinafter referred to as "City") and Manny Añón, Jr. (hereinafter referred to as "City Attorney") pursuant to the following terms and conditions.

**WHEREAS**, the City desires to retain City Attorney as a full-time contractual City Attorney for the City of Sebastian; and

**WHEREAS**, the City expects City Attorney to perform all the responsibilities and obligations required as City Attorney, as illustrated in Section III of this Agreement and pursuant to the City Charter, Codes and Ordinances, and applicable State and Federal regulations; and,

**WHEREAS**, Añón is willing to enter into a relationship with the City of Sebastian to perform the services as provided;

**NOW THEREFORE** in consideration of the mutual covenants contained herein, the City and City Attorney, hereby agree as follows:

### **I. APPOINTMENT**

The City hereby appoints Manny Añón, Jr. as the City Attorney of the City of Sebastian effective February 12, 2020.

### **II. TERM OF AGREEMENT**

This Agreement shall become effective upon execution by both parties. The term of this Agreement shall continue in effect until terminated pursuant to the terms of Section VII. However, within the first six (6) months of City Attorney's employment with the City of Sebastian, the City shall be required to present any notice to terminate without cause by the majority vote of the City Council with thirty (30) days written notice. Thereafter, the City may terminate without cause by the majority vote of the City Council. In the event City Attorney wishes to terminate the agreement, sixty (60) days written notice is required. Written notice from the City will be presented by the City Manager as an authorized agent of the City only after such action has been directed by the City Council.

**II.01** After an affirmative vote of the majority of the City Council to approve this Agreement then when the City Council meeting on February 12, 2020, is officially adjourned, all powers, duties, and responsibilities as prescribed and permitted by the laws of the State of Florida, the City Charter, Ordinances and other Codes of the City of Sebastian shall be conferred upon Mr. Anon as City Attorney.”

### **III. DUTIES OF THE CITY ATTORNEY**

It is understood that Manny Añón, Jr. has been retained to act as City Attorney to provide general legal representation to the City as prescribed by the City Charter. These duties include providing legal services to the City Council and functioning as legal counsel to the City Clerk and City Manager at their request. This mission will include, but not limited to, representation in the areas of general local government law, employment law, land use law, real property law, environmental law, election law and constitutional law. Specific duties include but are not limited to:

1. Attendance at all Regular and Special Meetings of the City Council and attendance at the meetings of the Planning and Zoning Commission.
2. Attendance and representation of the City at quasi-judicial board meetings other than City Council meetings.
3. Attendance and representation of the City at Special Magistrate hearings. Drafting of pleadings, orders, and related documents pertaining to Special Magistrate hearings.
4. Providing legal advice on general matters of the City to members of the City Council and City staff.
5. Conducting regular office hours at City Hall for the purpose of advising the City Clerk, City Manager and City Department Head staff on general legal matters that arise while conducting the day-to-day operations of the City. The City shall provide limited secretarial administrative support for this function. That includes scheduling meetings, review of draft memorandums, and minor paralegal work.
6. Añón shall be responsible for the drafting and execution of resolutions, ordinances, agreements, contracts and other legal documents as required by the City Council, the City Clerk and City Manager.
7. Serving as a member of the City Investment Committee, which has oversight for the investment of City Funds.
8. Administrating the City's general liability claims.
9. Other matters that are deemed mutually agreeable between the parties

that are not provided above.

#### **IV. COMPENSATION AND BENEFITS**

1. The City will compensate City Attorney at a rate of One hundred twenty thousand dollars (\$120,000.00) per year paid in twenty-six (26) equal payments. The City shall increase the City Attorney's salary at the same interval and by the same percentage as other managerial employees but may increase the salary and benefits by a greater amount in the discretion of a majority of the City Council.
2. The City hereby agrees to provide and fully pay for City Attorney and his dependents, health insurance, vision care insurance, and dental insurance offered and available to any other full time exempt employees of the City; such benefits being subject to change if said benefits are changed for other City employees.
3. The City shall provide and fully pay for a term life insurance policy for the City Attorney in an amount equal to one year's salary, payable to a beneficiary of the City Attorney's choosing.
4. The City agrees to contribute to its 401a retirement plan an amount equal to nine (9%) of the City Attorney's base salary, or a greater amount should the City ever increase the retirement benefit for managerial employees of the City, and that such contribution shall be made pursuant to the terms and conditions of the 401a retirement plan currently in effect, including any vesting schedule and any matching contribution requirements.
5. The City Attorney, shall accrue vacation benefits at the same rate as provided to managerial employees of the City. Upon voluntary separation from employment with the City, the City Attorney shall be entitled to compensation as non-pensionable salary for vacation time accrued in accordance with City policy applying to managerial employees of the City at the time of such separation. City Attorney shall take, at least, five (5) consecutive days of vacation time off each calendar year.
6. The City Attorney shall accrue sick leave at the same rate provided to managerial employees of the City. Upon voluntary separation from employment with the City, City Attorney shall be entitled to compensation as non-pensionable salary for sick time accrued in accordance with City policy applying to managerial employees at the time of such separation.
7. City Attorney shall be provided disability benefits to the same degree as provided other managerial employees of the City.

8. The City shall provide payment of dues, subscriptions and educational seminars which enhance the Attorneys professional development and service as the City Attorney, to the extent provided for in the City's budget.
9. The City shall reimburse the City Attorney for any expenses directly related to the performance of his duties as City Attorney to the extent provided for in the City's budget.
10. City Attorney shall be entitled to the use of a designated city vehicle for official and necessary City business use. This shall not be used for transportation to and from the residence or be taken out of State. .
11. City Attorney shall be entitled to other benefits, including Military Leave of Absence in accordance with City Policy and Chapter 115, Florida Statute, and as from time to time may be afforded other employees of the City of Sebastian, or as granted by the City Council.

#### **V. REVIEW AND EVALUATION**

A performance evaluation will be performed in accordance with Res. R-10-05.

#### **VI. FULL-TIME EMPLOYMENT**

The City Attorney agrees to remain in the exclusive employ of the City and to not become employed by any other employer unless termination is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed City Attorney's time off, provided that the City Council is advised in writing of all such occasions, in advance.

#### **VII. TERMINATION**

1. City Attorney shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and the City Attorney's employment with the City at any time, for any lawful reason or for no reason.
2. After six (6) months, should City Attorney be terminated without cause, he shall be entitled twenty weeks (20) weeks base salary excluding all insurance policies and other benefits. There will be no accrual of vacation time, sick leave or holiday pay during this time. The City Attorney will be paid for any accrued sick or vacation time to which he is entitled to pursuant to City Policy effective the day of termination.
3. City Attorney may also be terminate for cause, pursuant to the provisions of Section 3.03 of the City Charter, and other applicable law, in which case City Attorney shall not be paid any severance payment, but shall be

entitled to compensation for hours worked through his separation, as well as sick or vacation accruals as provided by City Policy.

**VIII. INDEMNIFICATION**

Subject to any limitation imposed by Florida law, the City shall defend, save harmless and indemnify City Attorney against any tort, professional liability claim/demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission City Attorney acting within the course and scope of his duties as City Attorney.

**IX. GOVERNING LAW**

The Agreement shall be subject to and governed by the laws of the State of Florida and venue for its enforcement shall be in Indian River County, Florida.

**X. MODIFICATIONS**

No provision of this Agreement may be changed or modified except by written agreement executed by both parties hereto.

**XI. ENTIRE AGREEMENT**

The Agreement constitutes the entire Agreement between the parties and contains all the Agreements described herein between the parties with respect to the subject matter hereof. Said Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement, notwithstanding Section V herein.

**XII. NOTICES**

All notices, consents, requests, instruction, approvals and other communications provided for herein shall be validly given, made or served in writing and delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the hereinafter designated address:

To the Employer:                   City of Sebastian  
                                          Attn: Mayor  
                                          1225 Main Street  
                                          Sebastian, Florida 32958

With Copy to:                    City of Sebastian  
                                          Attn: City Manager  
                                          1225 Main Street  
                                          Sebastian, Florida 32958

To City Attorney:               Manny Añón Jr., Esq.  
                                          \_\_\_\_\_  
                                          \_\_\_\_\_

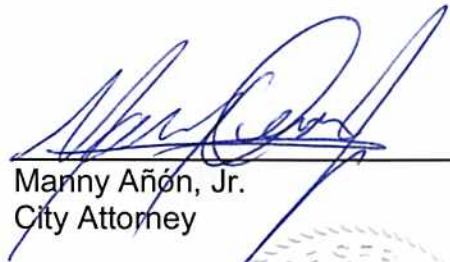
**XIII. ENFORCEMENT**

In the event that it should become necessary for either party to retain the services of an attorney to enforce the terms of this Agreement, the prevailing party in any litigation which is brought on this Agreement shall be awarded all of its costs and expenses including but not limited to reasonable attorney's fee. This provision shall apply to such expenses incurred at the trial and all appellate levels, without respect to who is the initiating party and shall apply to an action for declaratory relief if the party instituting it asserts specific contentions concerning the Agreement which are filed upon the Court.

**IN WITNESS WHEREOF**, the City of Sebastian has caused this Agreement to be executed by its Mayor and duly attested by its City Clerk and Manny Añón, Jr., City Attorney has executed this Agreement, as of the day and year first above written.

**CITY OF SEBASTIAN,**  
A Florida municipal corporation

  
\_\_\_\_\_  
Ed Dodd  
Mayor

  
\_\_\_\_\_  
Manny Añón, Jr.  
City Attorney

**ATTEST:**  
  
\_\_\_\_\_  
Jeanette Williams, MMC  
City Clerk

