



PHONE: (305) 809-3770
FAX: (305) 809-3771

Office of the City Attorney

POST OFFICE BOX 1409
KEY WEST, FL 33041-1409

Memorandum

TO: Mayor & Commissioners
FROM: Shawn D. Smith, City Attorney
RE: Employment Agreement extension
DATE: 25 November 2014

Mayor and Commissioners

As I indicated in response to Commissioner Wardlow's question at last Tuesday's meeting, I intend to place my employment agreement on the December 2, 2014 meeting for consideration. I've attached my current contract (with 1st amendment), which expires on December 22, 2014, for your review along with a proposed second amendment. I appreciate the opportunity to serve and the challenges that come with the position.

I propose to do the same thing I did with the first amendment four years ago and simply change the dates keeping the four year term. I've had Larry review the proposed 2nd amendment and the agreement is the same with three exceptions. Initially, I need to reduce the potential severance down from the six months presently in my contract to 20 weeks based upon statutory changes. Second, while I presently have no plans to do so, I'd like a provision that would allow me to teach or do mediations. I would like this because when I retire someday I would like to teach and the mediations would be helpful if I ever decide to run for a judicial position. Of course these would have to be undertakings that in no way conflict with my City obligations or hours of work. I've included a provision whereby any Commission member can object to an undertaking. In reality, I would never bring anything before you that I did not believe was appropriate or free from controversy.

Finally, I would like to have my annual leave rate increased two years early. Since I started with the City, I have accrued vacation leave in the same manner as other employees. I am scheduled to receive fifteen days a year until I reach ten years with the City, at which time the number will increase to twenty. I would like a provision that allows me to accrue the extra five days per year upon conclusion of my eighth year rather than after two more years. I utilized the language provided in the prior manager's contract. As each of you know, while I do take a yearly vacation with my family over the school summer break, I am always available when needed and often do work while not in the office.

Thanks for your time. Please let me know your thoughts and if you would like to discuss in greater detail.

A handwritten signature in blue ink, appearing to read "Shawn D. Smith".

Shawn D. Smith