



THE CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FLORIDA 33040

**CITY ATTORNEY
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into this 5 day of April 2023 ("Effective Date"), by and between The City of Key West, Florida, a municipality operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, ("City"), whose main business is located at 1300 White Street, Key West, Florida 33040 and **RONALD J. RAMSINGH**, a Florida-licensed attorney in good standing, residing in the City of Key West ("Attorney"). (the City and Attorney are hereby collectively referred to as the "Parties"), City and Attorney hereby agree as follows:

Recitals

WHEREAS, the City desires to employ a city attorney ("Attorney") for the City of Key West, who shall serve as the City Attorney as contemplated by the City Charter and the Code of Ordinances; and,

WHEREAS, after the position of City Attorney was advertised, candidates were vetted, and interviews were conducted. Ronald J. Ramsingh meets the qualifications of the City Attorney position, as prescribed by the job description amended and passed by Resolution of the City Commission on December 6, 2022, and Ronald J. Ramsingh was unanimously nominated by the City Attorney Selection Committee; and,

WHEREAS, the City Commission unanimously appointed Ronald J. Ramsingh as its City Attorney on March 7, 2023 via Resolution 23-062; and,

WHEREAS, it is the desire of the Parties to enter into an employment agreement to provide certain benefits and to establish conditions of the employment of Attorney; and,

RONALD J. RAMSINGH

WHEREAS, the Parties have determined that the terms and conditions of this Agreement are equitable.

NOW, THEREFORE THE PARTIES ENTER IN THIS EMPLOYMENT AGREEMENT AS FOLLOWS:

1. Employment. City hereby employs Attorney as its City Attorney and Attorney accepts the employment pursuant to the terms and conditions below.

2. Full-Time Employment and Benefits. City and Attorney agree that the position of City Attorney will be a full-time position. The parties recognize the hours worked by Attorney will necessarily require time outside typical office hours. The Attorney will dedicate a minimum of forty (40) hours per week plus additional hours as are necessary to perform the duties of City Attorney. It is understood that due to the nature of this position, Attorney may work various work schedules to achieve the minimum number of hours required and is not bound by a regular schedule. However, Attorney shall be generally available to City at City Hall during normal business hours. Attorney shall retain the same level of benefits enjoyed as all employees including, but not limited to: retirement, holidays, health, dental vision and life insurance, sick and annual leave; City Attorney shall be entitled to payout of all (100%) accrued leave upon separation.

3. Term of Agreement; Termination; Resignation.

A. Normal Term. The term of this Agreement shall be for the period beginning on March 7, 2023, when Attorney was confirmed by the City Commission by Resolution #23-062 and continuing for a period of four (4) years, terminating at COB on March 8, 2027. This Agreement will automatically renew for a period of one year unless either the City or Attorney gives the other written notice of its or his intent to modify or terminate the Agreement. Such written notice will be given not less than one hundred twenty (120) days prior to the expiration of any then existing term of this Agreement. For the extension year, the base salary will be increased in the same manner as the yearly increases for all general employees.

B. Extension of Term. This Agreement will only be renewed by subsequent vote of the City Commission.

RONALD J. RAMSINGH

C. Termination of Agreement.

- 1. By City for Cause.** City can terminate this Agreement upon a finding by a majority vote of the City Commission for "Cause." Cause shall be defined as a substantial violation of the City's policies and procedures, or a sustained violation of law, including a finding of "misconduct" as defined by Florida Statute 443.036(29). Should City terminate this Agreement for cause as defined herein, Attorney shall not be entitled to any further compensation beyond the effective date of such termination other than all accrued leave in paragraph 2. An action item to terminate for cause shall be made at a duly noticed meeting of the full City Commission and shall not be "added on" to any noticed agenda.
 - 2. By City Without Cause.** Attorney acknowledges, in the position of City Attorney, he serves at the pleasure of a majority of the City Commission. An action item to terminate without cause shall be made at a duly noticed meeting of the full City Commission and shall not be "added on" to any noticed agenda. In the event a majority vote of the full City Commission terminates this Agreement for any reason, Attorney will be entitled to receive from City, and within fifteen (15) days will be paid by City, a sum equal to the total of the prospective benefits and salary that would have been earned by Attorney as if still employed under this Agreement for twenty (20) weeks after separation pursuant to F.S. 215.425 including all prospective accruals pursuant to paragraph 2 following the effective date of the separation.
 - 3. By Attorney for Breach.** This Agreement may be terminated by Attorney upon a breach of this Agreement by City, provided the City has not cured the breach within thirty (30) days following written notice of the breach. If the breach has not been cured, termination will be effective on the thirty-first (31st) day following receipt of the written notice from Attorney by City.
 - 4. By Normal Expiration.** This Agreement is terminated upon its normal expiration date as stated in Section 4.A.
- D. Resignation by Attorney** In the event that Attorney resigns from the position prior to the normal expiration date, he will not be entitled to any payment for any prospective sums provided for beyond his separation date other than accruals that he is entitled to in paragraph 2, up to his last date of employment. Attorney shall tender his resignation

RONALD J. RAMSINGH

letter to the City Clerk on behalf of City, which shall be accepted without prejudice and without recourse to any administrative or civil proceedings and the resignation shall be effective as of the date given in the notice.

- 4. Conflict of Interest Prohibition.** The Attorney shall not, without the express prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City except for the purchase of real property and stock ownership in any company whose capital stock is publicly held and regularly traded. Attorney shall be permitted to engage in pro bono services as mandated by the Florida Bar from time to time provided that the engagements do not involve or conflict with City business or the duties of City Attorney. Attorney shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees. Attorney agrees that, for the duration of this Agreement, Attorney shall not represent clients before the City or any of its advisory bodies. Attorney further agrees to not represent any Plaintiff in any cause of action in county or circuit court against City for a period of two (2) years after separation from City.
- 5. Base Salary.** The City will pay to Attorney, as and for a base salary, the sum of Two Hundred Fifteen Thousand Dollars (\$215,000.00) per annum; the base salary shall increase at the same time and same percentage rate as afforded to City department heads each fiscal year. The base salary can be renegotiated at the conclusion of six (6) months of successful employment. Payments shall be made in accordance with the City's standard payroll procedure. A cell phone allowance of \$150.00 per month will be paid on the second pay period of each month.
- 6. Transportation Allowance.** Attorney agrees that he will be responsible for providing his own motor vehicle for transportation within the limits of Monroe County that may be necessary, required, or appropriate in fulfilling his responsibilities and duties under this Agreement. In lieu of the preparation, maintenance, submission, review, approval, and auditing of detailed travel expense reimbursement forms, and as partial consideration for City Attorney's entering into this Agreement, City agrees to pay to Attorney the sum of Five Hundred Dollars (\$500.00) per month as and for a transportation allowance. For travel out of Monroe County by motor vehicle, Attorney will be reimbursed by City on a per trip basis at the rate allowed for under Chapter 112, Florida Statutes, or at the rate allowed by any City Ordinance, whichever is greater. For travel outside of Monroe County, mileage shall be calculated as if departure commenced at

RONALD J. RAMSINGH

the Monroe County – Dade County line and return ended at the Monroe County – Dade County line.

7. Travel Reimbursement. City agrees to pay to or reimburse Attorney for the costs of meals, other expenses and lodging incurred by Attorney for travel outside of Monroe County that may be necessary, required, or appropriate in fulfilling Attorney's duties and responsibilities under this Agreement. Meals, other expenses and lodging will be paid for or reimbursed at the rates specified in Section 112.061, Florida Statutes, or as permitted under City Ordinance, whichever is greater, as with any other City employee.

8. City Retirement System. City agrees that Attorney will be a member of the General Employees Retirement Plan of the City. City and Attorney will contribute such amounts at such times in accordance with the City's Policy and Procedures Handbook and Ch. 46 and Article II of the Code of Ordinances.

9. Duties and Responsibilities.

A. General. Attorney will have those responsibilities and perform those duties which are listed in the City Charter, the City Code of Ordinances, state and federal law. Attorney shall also perform such other legally permissible and proper duties and functions as the City Commission assigns from time-to-time. The City Attorney job description adopted by the City Commission on December 6, 2022 and attached herein as **Exhibit A** shall serve as a general outline of expectations regarding the Attorney.

B. Availability. Attorney will be reasonably available to City Commissioners and key City staff twenty-four (24) hours per day/7 days a week. Such availability will be by telephone or electronic messaging, or in person.

C. Outside Activities. The Attorney is encouraged to engage in community activities if such activities are not in conflict with the interests of the City. The City Commission shall be the sole judge of any interference or conflict.

D. Performance Review. Attorney understands that there shall be an annual performance review of the execution of his job responsibilities. During said reviews, Attorney understands that he will be given defined goals and objectives that City determines are

RONALD J. RAMSINGH

necessary for the proper operation of the City Attorney's Office and in the attainment of the City's policy objectives, provided that they do not conflict with or amend the City Attorney job description. City shall further establish a relative and reasonable priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and within the annual operating and capital budgets and appropriations provided.

In effecting the provisions of this Section, City and Attorney shall mutually agree to abide by all applicable laws. Attorney, City Commissioners and the Mayor will bring any perceived problems or inadequacies to the attention of the other, in private, and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies.

- 10. Professional Development and Memberships.** Attorney shall maintain in good standing membership in The Florida Bar, including the City, County & Government Law Section of The Florida Bar and such other divisions or sections of the Florida Bar which are pertinent to the issues addressed by the City Attorney's office. Additionally, Attorney may become a member of the American Bar Association, the International Municipal Lawyers Association and member of the pertinent sections or divisions of the ABA and IMLA. All dues and costs for obtaining and maintaining the memberships delineated above will be paid by the City. Travel and subsistence expenses of the Attorney for professional and official travel, conferences, meetings, seminars and other occasions, adequate to continue the professional development, including Florida Bar continuing education requirements, of the City Attorney's Office and to pursue official and other functions of the City.
- 11. Local Liaisons.** Attorney will maintain liaisons with the legal representatives of local governmental and public agencies that interact with the City including: Monroe County, Florida Keys Mosquito Control District, Florida Keys Aqueduct; Keys Energy Services; Key West Housing Authority, Monroe County Sheriff's Office, School Board of Monroe County; City of Marathon, Key Colony Beach, Village of Islamorada, and all military interests.
- 12. Personal Leave.** The Parties agree that, as an exempt employee and due to the variety of hours worked and requirements of the position of City Attorney, interference with Attorney's family life is to be expected and it is recognized that Attorney may from time to time absent himself during normal

RONALD J. RAMSINGH

business hours for personal or family time; provided, however, that Attorney remains reasonably available to City Commissioners and key City staff by telephone or other electronic means. Such personal time or family time will not be considered or debited against vacation time, so long as the Comp Time is taken in the same month as it is accrued.

13. Indemnification. The City will defend, hold harmless and indemnify Attorney against any tort, professional liability, or other legal demand, claim, or action which is related directly or indirectly to Attorney's lawful actions in his capacity as City Attorney.

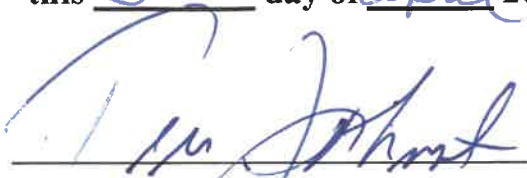
14. Miscellaneous Provisions. This agreement is made in the State of Florida and is governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neutral as the context requires. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall remain in full force and effect, and the offending provision shall be amended to the nearest legally permissible term as permitted by law so as to effectuate the intent of the parties. This Agreement is a joint result of the parties' negotiations and shall not to be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Venue for any litigation involving this agreement shall be Monroe County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

RONALD J. RAMSINGH

CITY ATTORNEY AGREEMENT - 7

IN WITNESS WHEREOF the parties have executed this Agreement on
this 5 day of April 2023.



**TERI JOHNSTON,
MAYOR CITY OF KEY WEST**

4/5/23

Date:



**RONALD J. RAMSINGH,
CITY ATTORNEY**

4/5/23

Date:



ATTEST:



CHERYL SMITH, CITY CLERK

RONALD J. RAMSINGH