

**SPECIAL MEETING
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
WEDNESDAY, JANUARY 15, 2020 - 6:00 PM
APALACHICOLA COMMUNITY CENTER
#1 BAY AVENUE
APALACHICOLA, FLORIDA**

AGENDA

You are welcome to speak or comment on any matter under consideration by the Apalachicola Board of City Commissioners when recognized to do so by the Mayor. Once recognized please rise to the podium, state your name for the record and adhere to the five minute time limit for public comment. Those wishing to speak concerning an item on the agenda shall complete a speaker card and give it to the City Clerk before the meeting starts.

- I. Call to Order
- II. Discussion – City Manager Position
- III. Adjournment

City Manager as herein provided, the "Commission-Manager Plan." The City Commission shall constitute the governing body with powers as hereinafter provided to pass ordinances, adopt resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers hereinafter provided.

Section 9. Creation of Commission.

A City Commission is created to consist of a Mayor-Commissioner and four (4) Commissioners, all of whom are elected at large and qualified as hereinafter prescribed and whose terms of office shall be for four (4) years and which terms shall begin on the first Tuesday after the first Monday in October of each year following the election. There shall be an election every two (2) years and at the next regular election after adoption of this amendment there will be two (2) Commissioners elected. Thereafter the regular biennial election shall fill those vacancies occurring at the expiration of the four-year terms. When an office requires the election of more than one (1) candidate, as many groups shall be numerically designated as there are vacancies to be filled by election, each candidate shall indicate the group in which he desires his name to appear on the ballot. A first election shall be held in the City on the first Tuesday after the first Monday in September of every year in which municipal elections are to be held. If a candidate for election for an office shall receive a majority of the votes cast for all candidates for the office, or if he shall have no opposition at the first election, he shall be declared elected to such office. If no election occurs as hereinbefore provided, a second election shall be held on the third Tuesday after the first Monday in September of such year for the purpose of having elected an officer for each and every elective office to be filled; provided, that there shall be printed upon the ballot for the second election only the names of the candidates for each office who shall have received in the first election the greatest and the next greatest or equal number of votes in the first election, and no other name shall be placed on the ballot by electors writing in such names or otherwise. The candidate who receives the greatest number of votes cast for each office shall be declared elected. In case of a tie, a special election shall be called within thirty (30) days for the purpose of determining the winner between any two (2) such candidates. The incumbent shall hold office until a successor is elected and qualified as herein provided. The Mayor and Commissioners shall receive such compensation as the City Commission shall fix and designate by ordinance, but not to exceed six hundred dollars (\$600.00) annually for the Mayor; not to exceed three hundred dollars (\$300.00) annually for each Commissioner. (Sp. Acts, 1956, ch. 31461, § 1; Sp. Acts, ch. 59-1051, § 1)

Section 10. Powers.

All powers of the City, except such as are vested in the jurisdiction of the Municipal Court and except as otherwise provided by this Charter or by the Constitution of the State, are hereby vested in the City Commission, and, except as otherwise provided by this Charter or by the Constitution of the State, the City Commission may, by ordinance or resolution, prescribe the manner in which any power of the City shall be exercised. In the event of the appointment of a City Manager

as hereinafter authorized by said Commission, neither the Commission nor any of its members shall dictate the appointment of any person to office or employment by the City Manager, and the Commission and its members shall deal with the administrative service, which is under the control of such City Manager, through the City Manager.

Editor's note—The municipal court of the city has been abolished. For further details, see the editor's note under article VI of this charter.

Section 11. Qualification of candidates and members.

Members of the Commission shall be qualified electors, residents and freeholders of said City. No person may qualify as a candidate for the Commission until he has presented to the City Commission satisfactory evidence of ownership of real property in the City, and has completed qualification as a candidate by subscribing to the required oath. No person may be elected to the City Commission who shall not qualify as provided by this section. Officers and employees of the City may hold more than one (1) office in the Government of the City of Apalachicola, but shall not be interested in the profits or emoluments of any contract, work or service for the municipality, and any such contract in which any member is, or may become interested, shall be declared void by the Commission. (Sp. Acts 1956, ch. 31461, § 2; Sp. Acts, ch. 59-1051, § 2)

Section 12. Candidates for Commission prohibited from making certain promises.

No candidate for the office of City Commission shall promise any money, office, employment or any other thing of value to secure a nomination or election, or any vote therein. A violation of this provision shall disqualify him from holding the office if elected, and the person receiving the next highest number of votes, who has observed the foregoing conditions, shall be entitled to the office.

Section 13. Judge of the qualifications of candidates and of its own elections.

The Commission shall be the judge of the nominations and qualification therefor and the elections and qualification of its members subject to review of the Court. Any member of the Commission who shall be convicted of crime while in office shall thereby forfeit his office. (Sp. Acts 1956, ch. 31461, § 3)

Section 14. Vacancies.

Any vacancy in the Commission shall be filled until the next regular municipal election by vote of the remaining members of the Commission; provided that if such vacancy is not filled within ten (10) days after it shall have occurred, appointment to fill such vacancy shall be made by the Governor of the State of Florida; it is further provided that at such regular election following such an appointment by the City Commission or Governor, as the case may be, the term for which the Commissioner or Mayor shall be then elected shall be the remainder of the unexpired term; and provided further, that vacancies resulting from a recall election shall be filled in the manner hereinafter prescribed. (Sp. Acts, ch. 59-1051, § 3)

Section 15. Mayor and Mayor-Commissioner same.

Whenever the term Mayor is used in this Charter, it is understood to refer to the Mayor-Commissioner.

Section 16. Functions and powers of Mayor.

[The Mayor shall preside at all meetings of the Commission and perform such other duties consistent with his office as may be imposed upon him by the Commission; and he shall have a voice and a vote in the proceedings of the Commission, but no veto power.] He shall use the title of Mayor in any case in which the execution of legal instruments in writing, or other necessity arising from the General Laws of the State, so requires. He shall be recognized as the official head of the City by the Courts for the purpose of serving civil processes; by the Government in the exercise of military law, and for all ceremonial purposes. He may take command of the police and govern the City by proclamation during the times of grave public danger or emergency, and he shall himself be the judge of what constitutes such danger or emergency. [The powers and duties of the Mayor shall be such as are conferred upon him by this Charter and by the City Commission in pursuance of the provisions of this Charter, and no others.] At the first regular meeting of the City Commission, after this Act becomes effective and thereafter at the first regular meeting following each regular municipal election, at which meeting newly elected Commissioners assume their duties of office, the five City Commissioners shall select one of their number, exclusive of the Mayor, who shall act as Mayor pro tem, which Mayor pro tem when selected by a majority vote of the City Commissioners voting, shall have all the powers and duties of Mayor in the absence from the City of the Mayor or his inability to act and the City Clerk shall certify as to the absence from the City of the Mayor or his inability to act, upon demand, when the Mayor is so absent, from the City of Apalachicola, or unable to act.

Section 17. Meetings.

At ^{six} three o'clock p.m., according to such standard time as shall be used in said City on the first Tuesday after the first Monday in October, following the first municipal election, provided for under this Charter and thereafter at such times as [sic] on the first Tuesday after the first Monday in October following each regular municipal election every other year beginning in 1947, the City Commission shall meet at the usual place and hold the meetings of the legislative body of the City, at which time newly elected Mayor, if same shall be elected, at such election and the newly elected Commissioners shall assume the duties of office. Thereafter, the City Commission shall meet at such times as may be presented by ordinance or resolution, except that it shall meet regularly not less than once each month.

Section 18. Special meetings; how called.

The Mayor, any two members of the Commission, or the City Manager, if one is appointed as hereinafter provided, may call special meetings of the Commission upon at least six hours' written notice to each member, served personally, or left at his usual

place of residence. All meetings of the City Commission and of the committees thereof shall be public and any citizen shall have access to the minutes and records thereof at all reasonable times. The Commission shall determine its own rules and order of business and shall keep a journal of its proceedings.

Section 19. Penalty for absence.

Absence from four consecutive regular meetings of the Commission shall operate to vacate the seat of a member, unless such absence is excused by the Commission by resolution duly entered upon the journal.

Section 20. Legislative procedure.

A majority of all members elected to the City Commission shall constitute a quorum, but a less number may adjourn from day to day and compel the attendance of absent members in such a manner and under such penalties as may be prescribed by ordinance. The affirmative vote of three members shall be necessary to adopt any ordinance or resolution, and the passage of all ordinances and resolutions shall be taken by "yeas" and "nays" and entered upon the journal.

Section 21. Ordinances and resolutions.

All action by the City Commission of a legislative character shall be by ordinance. Every proposed ordinance or resolution shall be introduced in written or printed form, and shall embrace but one subject and matter properly connected therewith, which subject shall be briefly expressed in the title; provided, that general budget or appropriation ordinances may contain the various subjects and accounts for which moneys are to be appropriated; and provided further that no ordinance shall be held to be invalid solely by reason of its title, or by reason of lack of title. The enacting clause of all ordinances shall be "Be it Enacted by the People of the City of Apalachicola." No ordinance, unless it be an emergency measure, shall be passed until it shall have been read at two meetings, not less than one week apart, unless such requirement be dispensed with by unanimous vote of the Commission.

Section 22. Emergency measures.

All ordinances passed by the City Commission shall become effective thirty days from the date of the passing thereof, except that the City Commission may, by unanimous vote, pass emergency ordinances to take effect at the time named therein. An emergency ordinance is one which in the opinion of the City Commission is required to be passed for the immediate protection and preservation of peace, safety, health, or property of the City or its inhabitants; or providing for the usual daily operation of the municipality, or any of its departments; and the emergency requiring its passage shall be set forth in a preamble to the ordinance. Appropriations of money may be made by an emergency ordinance, but no ordinance making a grant, renewal or extension of a franchise or other special privilege, or establishing or regulating the

rates to be charged by any public utility for its services, shall be passed as an emergency ordinance. Provided that nothing in this Act with regard to the rates of public utilities shall apply to public utilities whose rates are subject to regulation by the Railroad Commissioners of Florida.

Editor's note—The Railroad Commissioners of Florida are now known as the Public Service Commissioners of Florida.

No ordinance adopting zoning regulations shall be passed until after a comprehensive plan for the zoning of the City shall have been submitted to the City Commission and notice of such proposed ordinance shall have been given by posting copies thereof [in] at least three public places in said City, one of which shall be the City Hall, for at least ten (10) days prior to the final passage thereof.

Section 23. Record and publication.

Every ordinance or resolution shall, upon its final passage, be signed by the Mayor, or the member of the City Commission presiding at the meeting when it was passed, and by the City Clerk; and shall be recorded in a book kept for that purpose. Each ordinance, after recording, shall be authenticated in said book by the signatures of the Mayor and of the City Clerk. The recording of an ordinance and its authentication as provided for in this section shall be construed and considered as publication; provided, that no ordinance shall become effective until so published, and it is hereby made an express provision of this Charter that said book shall be open to inspection at all reasonable times, under such reasonable regulations, safeguarding against damage or mutilation, as the Commission may see fit to adopt.

[ARTICLE III.] CITY MANAGER

Section 24. Appointment.

The City Commission may appoint a City Manager who, if so appointed, shall be the administrative head of the municipal government under the direction and supervision of the City Commission; and shall hold office at the pleasure of the City Commission. He may be chosen solely on the basis of his executive and administrative qualifications, without regard to his political belief, and he need not be a resident of the City or State at the time of his appointment. During the absence or disability of the City Manager, the City Commission may designate some properly qualified person to temporarily execute the functions of the office.

Section 25. Compensation.

The City Manager, if appointed as aforesaid shall receive such compensation as the City Commission may fix and designate by ordinance.

Section 26. Removal.

He shall be removable by the City Commission; but if removed at any time after having served six months, he may demand written charges and a public hearing upon the same before the Commission, and his final removal shall not take effect until such hearing has been had, but the Commission may suspend him from office without pay pending such hearing.

Section 27. Powers and duties.

The City Manager, if appointed as aforesaid, shall be responsible to the City Commission for the proper administration of all affairs of the City and to that end, his powers are and they shall be:

- (a) To see that the laws and ordinances are enforced.
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone.
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including public utilities owned by said City.
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (e) To attend all meetings of the City Commission, and of its Committees, with right to take part in the discussions, but without having a vote.
- (f) To recommend to the Commission for adoption such measures as he may deem necessary or expedient in the interests of the City.
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget.
- (h) To enforce and administer any zoning regulations established by said City Commission, but said City Commission shall hear and decide appeals and review any order, requirement, decision or determination made by him in the enforcement of the zoning regulations.
- (i) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission.
- (j) He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of Purchasing Agent he shall also conduct all sales of personal property which the Commission may authorize to be sold as having become

unnecessary or unfit for the City's use. All purchases and sales shall conform to such regulations as the City Commission may from time to time prescribe; but in any case, whether said City Manager be appointed or not, if an amount in excess of two hundred dollars (\$200.00) be involved, opportunity for competition shall be given.

[ARTICLE IV.] ADMINISTRATIVE OFFICERS AND DEPARTMENTS

Section 28. How constituted.

The executive and administrative powers of the City, not herein otherwise provided for, shall be vested in and exercised by the following officers and departments:

A city Attorney, Municipal Judge and five departments as follows:

- I. The Police and Public Safety Department.
- II. The Public Works Department which shall include the management of the Waterworks and Sewage facilities.
- III. The Streets, Parks and Docks Departments, which shall include administration of cemeteries.
- IV. The Fire Protection, Health and Sanitation Department.
- V. The Finance and Revenue Department.

Editor's note—The office of municipal judge has been abolished. For further details, see the editor's note under article VI of this charter.

The City Commission may provide by ordinance that any of the offices provided for in this Charter may be combined and held by one person.

The City Commission may, by resolution, provide for the appointment or appoint such assistants to the officers named in this Act as it may deem necessary. When so provided in said resolution such assistants may act for or in place of their respective officers to the same extent that said officers might act.

[ARTICLE V.] CITY ATTORNEY

Section 29. Appointment and duties of.

The City Commission shall appoint a City Attorney who shall act as the legal adviser to, and Attorney and Counselor for, the municipality and all of its officers in matters relating to their official duties. He shall prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each his approval of the form and correctness thereof; and no contract with the municipality shall take effect until his approval is endorsed thereon. When required to

PERSONNEL POLICIES AND PROCEDURES

POLICY NO. 2 - EMPLOYMENT AND PERSONNEL PROCEDURES

1. PERSONNEL PROCEDURES:

The Personnel Procedures have been developed to provide the basis for administrative action concerning the various personnel activities and transactions. This is in accordance with the adopted City policy regarding the establishment of a personnel system. The specific procedures are intended to indicate, in as clear and concise a manner as possible, the prescribed methods by which the aims of the personnel program, as defined by City policy, can be effectively carried out.

2. POSITIONS COVERED:

These procedures shall apply to all city positions.

3. EMPLOYMENT PROCESS:

(A) Initiation of Employment Process:

When job openings occur or when they are anticipated in any department of the City, the department head will inform the Mayor of the anticipated vacancy.

(B) Hiring Authority:

The authority to hire or fill a new/vacant position rests with the department head, with notification of their recommendation to the Commission for final acceptance. The final acceptance decision as to which applicant will be hired rests with the Commission after considering the recommendation from the department head and assuring all factors in the employment process have been complied with.

(C) Pre-Employment Medical Examination:

One of the last factors in the employment process is the applicant's successful completion of a medical examination and substance abuse testing. The department head will make arrangements for all pre-employment examinations and testing with the designated City physician or facility.

(D) Notifying Payroll:

The department head will notify the City Administrator, using the appropriate form, of all new employees. After approving the form, the City Administrator will distribute it to payroll for payroll purposes.

4. CHANGE IN EMPLOYEE'S STATUS:

A. Personnel Authorization Procedure:

It shall be the responsibility of each department head to advise and notify the City Administrator of all changes with regard to an employee's status. All changes including changes in pay, classification or termination shall be made known to the City Administrator no later than the effective date of such change.

The "Personnel Action" form will be used for advising of all changes in employee's payroll status.

B. TRANSFERS:

All transfers from one department to another will be coordinated by the affected department heads.

5. ADMINISTRATION:

These procedures shall be administered by the City Administrator within the limits established by the City Commission.

CITY MANAGER – RONALD W. NALLEY
City of Apalachicola
Employment Agreement

THIS EMPLOYMENT AGREEMENT is entered into effective September 4TH, 2018, by and between the City of Apalachicola, Florida (hereinafter called "City") a municipal corporation and Ronald W. Nalley (hereinafter called "Nalley") a resident of Franklin County, Florida.

1. **Employment.** The City hereby employs Nalley and Nalley hereby accepts such employment upon the terms and conditions set forth in this Agreement.
2. **Term.** The term of this Agreement shall begin August 8, 2018, and shall continue for one (1) year until August 7, 2019 and thereafter until terminated by the City or by Nalley as provided in Section 13 of this Agreement.
3. **Duties.** City hereby employs Nalley as City Manager to perform the functions and duties specified in the Florida General Statutes, the City of Apalachicola Charter and such other duties as shall be prescribed by the City Council from time to time.
 - a. The parties acknowledge and agree that, as a supervisory and management employee, Nalley is not and is not considered to be a "nonexempt employee" and is not entitled to benefits of any provisions of the Federal Fair Labor Standards Act or as an "Employee" under Florida Statutes Chapter 448, as amended from time to time.
4. **Compensation.** For all services rendered by Nalley under this Agreement, the City shall pay Nalley a salary of \$65,000 annually. Said salary shall be paid in accordance with the regular pay procedures of the city of Apalachicola. In addition, the City agrees that at the end of a one year period, Nalley shall be eligible for an annual salary review by City Council. Thereafter, Nalley will be eligible for cost of living adjustments in the same manner as other City employees. City Council shall review the compensation of Nalley annually during an evaluation of Nalley's performance as provided for in Section 12 of this Agreement and may make increases as warranted thereby in the opinion of City Council. The salary may not be reduced except in the case of disciplinary action or in the same manner as for all other City employees. The parties agree that this Agreement shall be automatically amended to reflect any salary adjustments that are provided by the City's compensation policies.
5. **Insurance Benefits.** The City provides group health, hospitalization, dental, life, and vision for its employees. In addition, the City provides unemployment and workers compensation for active employees. Nalley shall be eligible for all such insurance coverage in accordance with the terms set out for other City employees which may be amended from time to time.

6. **Vacation, Sick Leave and other Leaves of Absence.** Nalley shall be entitled to leaves of absence for holidays, vacation, sickness, and other reasons as set out for other City employees. It is also agreed that the City will calculate Nalley's service longevity for the purpose of accumulated balances using service of 26 years.
7. **Retirement.** Nalley shall be entitled to the same retirement benefits as other City employees which may be amended from time to time.
8. **Automobile/Mileage Reimbursement.** At the present time, City does not have a vehicle available specifically to the City Manager for use necessary in the performance of his duties. In addition to other salary and benefits herein provided and in lieu of providing such vehicle, the City shall reimburse Nalley for mileage at the current per diem rate established by the Internal Revenue Service for travel necessitated by and for City business outside city limits of Apalachicola.
9. **Cell Phone.** The City will provide an allowance of \$35.00 per month.
10. **Professional Dues and Subscriptions.** The City agrees that appropriations will be made in the annual budget to pay the professional dues and subscriptions of Nalley in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation and growth and for the good of the City. Any expense over and above what is appropriated in the budget must be approved by City Commission.
11. **Professional Development.** The city agrees that appropriations will be made in the annual budget to pay the travel and subsistence expense of Nalley for professional and official travel, meetings and occasions adequate to continue the professional development of Nalley, including, but not limited to meetings of the League of Cities, the Florida City/County Management Association, the International City/County Managers Association and such other national, regional, state and local governmental groups and committee meetings as may be mutually agreed to by the City and Nalley. In addition, the City will consider budget appropriations for the travel and subsistence expenses of Nalley for short courses, institutes and seminars that are necessary for his professional development and for the good of the City. Any expenses over and above what is appropriated in the budget must be approved by City Commission.
12. **Performance Evaluations.** City Commission shall review and evaluate the performance of Nalley at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and Nalley. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with Nalley. Further, City Commission shall provide Nalley with a written summary statement of the

findings of that body and provide an adequate opportunity for Nalley to discuss his evaluation with the Commission.

13. Termination and Severance Pay. Notwithstanding anything in this Agreement to the contrary, the City has the right to terminate the services of Nalley at any time subject only to the provisions set forth in this Agreement and subject to the procedures set forth in the City Charter for such termination.

- A. The City shall have the right, at any time, to terminate the employment of Nalley by an affirmative vote of City Council duly recorded in a regular or special meeting, even though Nalley is willing and able to perform the duties of City Manager.
- B. After the first one year term of this Agreement per section (paragraph #2) Nalley shall have the right to resign his position voluntarily with the City provided that Nalley shall give the City at least ninety (90) days prior written notice.
- C. Termination shall also occur when:
 - 1. The Town reduces the salary of Nalley, unless it is applied in no greater percentage than the average reduction of all department heads; or
 - 2. Nalley resigns following a request by the City Commission or a representative of a majority of the City Commission, whether formal or informal, that he resigns.

In the event employment is terminated in accordance with paragraph 13A or paragraph 13C above, the Town shall pay a severance payment at Nalley's then current rate of salary for a period of six (6) months from the date of termination, unless Nalley's employment is terminated for any one or more of the following reasons:

- 1. Evidence of any crime or illegal act by Nalley (other than a misdemeanor traffic violation) or act of employee misconduct which would be considered as a violation of personnel policies of the City.
- 2. Nalley's willful refusal to carry out the job duties of the City Manager;
- 3. Nalley's dismissal in accordance with the provisions of Florida General Statutes and the City of Apalachicola Charter;

4. Nalley's termination in accordance with the provisions of the Alcohol and Drug Policy set forth for all employees of the City, as it may be amended from time to time;
5. Nalley's refusal to enforce the City Ordinances approved by City Council; or
6. Nalley's gross neglect of the duties of the office of City Manager.
7. Misrepresentation of the information/material submitted or provided by Nalley in the application for or interview process of the securing of this position.

14. Outside Activities. The employment provided for by this Agreement shall be Nalley's sole employment. In particular (but without limitation) he shall not qualify for or occupy any other appointed or elected governmental office with or without compensation without prior written consent of the City. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Nalley may (as approved by the City Commission in its sole discretion) elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement (as approved by the City Commission in its sole discretion).

15. Moving and Relocation. Nalley agrees to establish residence within Franklin County within 6 months of employment, and to establish residence within Apalachicola within 2 years of employment, and thereafter maintain residence within the Apalachicola City Limits.

16. Other Terms and Conditions of Employment. The City, only upon agreement with Nalley, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Nalley, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Apalachicola Charter or any other law.

17. Indemnification. Beyond that required under Federal, State, or Local Law, City shall defend, save harmless and indemnify Nalley against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Nalley's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved grossly negligent, willful or wanton or intentional conduct. The City may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation,

provided by City for Nalley, 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, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Nalley in connection with or resulting from any claim, action, suit, or proceedings, actual or threatened, arising out of or in connection with the performance of his or her duties so long as the same did not and does not involve gross negligence, willful or wanton or intentional conduct, acts or omissions on the part of Nalley. Any settlement of any claim must be made with prior approval of the City in order for indemnifications, as provided in this Section, to be available. Nalley recognizes that City shall have the right to compromise and unless Nalley is a party to the suit which Nalley shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Nalley. Further City agrees to pay all reasonable litigation expenses of Nalley throughout the pendency of any litigation to which Nalley is a party, witness or advisor to the City except as set forth above where the actions or omissions of Nalley involve gross negligence, willful or wanton or intentional conduct. Such expense payments shall continue beyond Nalley's service to the City as long as litigation is pending. Further, after Nalley's employment ends, City agrees to pay Nalley reasonable consulting fees and travel expenses when Nalley serves as a witness, advisor or consultant to City regarding pending litigation.

18. **Bonding.** City shall bear the full cost of any fidelity or other bonds required of Nalley under any law or ordinance.

19. **General Provisions.**

Except as specifically addressed and modified in this Agreement, the terms of the Apalachicola Charter or any other laws apply to Nalley.

Integration. This Agreement sets forth and establishes the entire understanding between the City and Nalley relating to the employment of Nalley by the City. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

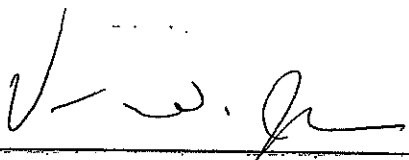
Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provisions. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

This employment agreement is contingent upon receipt of Nalley's signature at the bottom of this agreement indicating acceptance of the position, satisfactory completion of probationary period and satisfactory completion of pre-hire drug screening. If any of these conditions are not met, this offer may be revoked or employment terminated.

This Agreement sets forth the conditions of employment of Ronald W. Nalley as the City Manager of the City of Apalachicola, Florida.

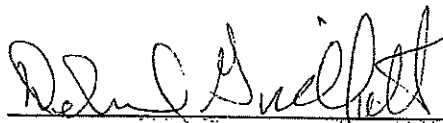
The foregoing Employment Agreement between the City of Apalachicola, Florida, the Employer, and Ronald W. Nalley, the Employee, is hereby acknowledged and endorsed by the Apalachicola City Council, Apalachicola, Florida.

CITY OF APALACHICOLA

By: 

Van Johnson, Mayor

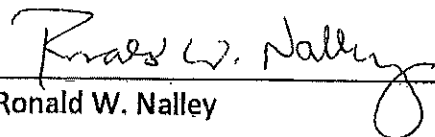
ATTEST:



Deborah Guillotte, City Clerk

(City Seal)

AGREED AND ACCEPTED this the 4TH day of September, 2018.



Ronald W. Nalley