

**CITY OF SANIBEL
RESOLUTION 25-019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SANIBEL AND WILLIAM DALTON TO SERVE AS POLICE CHIEF; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EMPLOYMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Police Chief William Dalton will retire from the City on December 31, 2025;
and

WHEREAS, William Dalton has provided exemplary services in his capacity as Chief of the Sanibel Police Department, and the City wishes to continue to utilize his services in the capacity of Police Chief; and

WHEREAS, William Dalton is willing to continue to perform Police Chief services for the City; and

WHEREAS, it has been determined that the most effective way to retain the services of William Dalton as Chief of the Sanibel Police Department and to establish certain conditions of his employment after his retirement is to enter into the Employment Agreement ("Agreement") attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The Agreement between the City of Sanibel and William Dalton ("Employee"), a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

SECTION 2. The City Manager of the City of Sanibel is hereby authorized and empowered to execute, and the City Clerk is hereby authorized to attest and affix the Official Seal of the City of Sanibel to said Agreement, for and on behalf of the City.

SECTION 3. The funding for this Agreement is to be paid from Personnel Services and the Employee shall receive an annual salary of \$183,324, plus benefits, plus increase(s) by the same percentage or amount applicable to other general employees, as approved by the Sanibel City Council, contingent upon available funding.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA THIS 15 DAY OF JULY 2025.

Attest:

Scotty Lynn Kelly, City Clerk

Mike Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

| | |
|---------|-------|
| Miller | _____ |
| Smith | _____ |
| DeBruce | _____ |
| Henshaw | _____ |
| Johnson | _____ |

EXHIBIT A OF RESOLUTION

Employment Agreement

This Agreement is entered into on this _____ day of _____, 2025, by and between the City of Sanibel, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter the "City") and William Dalton, (hereinafter the Employee") collectively "the Parties".

WITNESSETH:

WHEREAS, Police Chief William Dalton will retire from the City on December 31, 2025; and

WHEREAS, William Dalton has provided exemplary services in his capacity as Chief of the Sanibel Police Department, and the City wishes to continue to utilize his services in the capacity of Police Chief; and

WHEREAS, William Dalton is willing to continue to perform Police Chief services for the City; and

WHEREAS, the City and William Dalton hereby establish the terms and conditions of his post-retirement employment with the City by this agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Description of Services. The Employee shall continue to perform those duties defined in the approved job description for the Chief of Police of the City of Sanibel, Florida.
2. Performance of Services. The manner in which the services are to be performed and the hours to be worked by the Employee shall be the duties associated with those of the Chief of Police of the City of Sanibel, Florida.
3. Expense Reimbursement. Employee shall be reimbursed for expenses, if any, in the same manner as is customary for such expenses to be reimbursed to any employee of the City of Sanibel.
4. Salary and Benefits. Employee will receive an annual salary of \$183,324 and receive all the same benefits as City of Sanibel department directors, or as provided for by the City Manager, with the exception of a pension and a leave buyout. Specifically, the Employee will continue without interruption to be provided health insurance (employee, employee & children, employee and family) under the same programs and conditions available to other employees of the police department. Employee's annual salary shall be increased by the same percentage applicable to other general employees, including any increase that may be effective October 1, 2025. Additional benefits to which Employee is entitled are those benefits defined (subject to amendment from time to time) under "Employee Benefit Program" in the City's Personnel Rules and Regulations, which include training, travel, and career development opportunities. Employee understands and agrees he is not eligible to participate in the Municipal Police Officers' Retirement Trust Fund and the City will not contribute to a pension fund or other retirement account on his behalf.

5. Leave. As of January 1, 2026, Employee shall be credited with 40 hours of vacation leave and 40 hours of medical leave. Thereafter, Employee shall accrue additional vacation leave at a rate of 6.16 hours per pay period, and additional medical leave at a rate of 4.62 hours per pay period. Employee shall be entitled to other leave provided to general employees. The use and administration of all leave time shall be subject to the requirements provided in the City of Sanibel Personnel Rules and Regulations document, except that any vacation or medical leave not used by Employee prior to the termination of this agreement shall be forfeited.

6. Support Services by City. City shall continue to provide the same services and equipment to Employee that it has provided to him in his capacity of Chief of Police of the City of Sanibel.

7. Termination. Either Party (City Manager for the City) may terminate this agreement at any time, with or without cause on a minimum of 30 days' notice in writing. The City Manager may also terminate this agreement immediately should the Employee violate the City of Sanibel Personnel Rules and Regulations, Section 7.00, Employee Conduct.

8. Ethics/Conflicts/Duty to Disclose. Employee remains subject to all city personnel rules applicable to other city employees, including all rules relating to ethics. Employee must disclose any outside activities or interests that conflict or may conflict with the best interests of the City. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to the activities of the City. Employee must submit any financial disclosure forms to the State of Florida (State) as may be required by the State.

9. Assignment. Employee's obligations under this agreement may not be assigned or transferred to any other person, firm, or corporation,

10. Return of Records. Upon termination of this agreement, Employee shall deliver all records, notes, memos, email, equipment, and any other related materials to City.

11. Notices. Any notice required by this agreement, or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized overnight delivery service such as FedEx.

If to the Employee: William Dalton, Chief of Police
At address on file with Human Resources

If to the City: City Manager
800 Dunlop Rd.
Sanibel, FL 33957

12. No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous

agreements with respect to the subject matter of this agreement. There are no written or oral understandings directly or indirectly related to this agreement that are not set forth herein. No change can be made to this agreement other than in writing and signed by both parties.

14. Government Law. This agreement shall be construed and enforced according to the laws of the State of Florida, and jurisdiction shall be in Lee County, Florida, and any dispute under this agreement must be brought in this venue and no other.

15. Headings in this Agreement. The headings in this agreement are for convenience only, confirm no rights or obligations to either party, and do not alter any terms of this agreement.

16. Severability. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all the remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included, unless the invalid or unenforceable provision renders the remainder of the agreement impossible to perform.

17. Duration. This agreement shall begin on January 1, 2026, and continue through December 31, 2026. Thereafter, unless otherwise terminated pursuant to paragraph 7 hereof, this agreement shall automatically renew for successive terms of one year for a maximum of four (4) additional years. Employment under this agreement may not extend beyond December 31, 2030.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF SANIBEL

Approved as to form and legality:

Dana A. Souza, City Manager

John D. Agnew, City Attorney

Attest:

Scotty Lynn Kelly, City Clerk

William Dalton