

City Manager Employment Agreement

Introduction

This Agreement, made and entered into this _____ day of _____, 2013, by and between the **City of Leesburg**, a Florida municipal corporation, (hereinafter called "Employer") and **Al Minner** (hereinafter called "Employee"), an individual who has the education, training and experience in local government management to qualify to serve as a city manager, both of whom agree as follows:

Section 1: Term

The term of this agreement shall become effective upon its execution by both parties and continue in effect until terminated pursuant to the terms set forth in Section 9 or Section 10 hereof. The Employee agrees to remain in the exclusive employ of the Employer during the term of this agreement. Employee serves at the will of the Employer.

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Employer or the Employee to terminate this agreement at any time, subject only to the provisions set forth in Section 9 and Section 10 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ the Employee as City Manager to perform the functions and duties specified in the City of Leesburg Charter, and to perform other legally permissible and proper duties and functions. Employee shall owe employer a duty of loyalty and shall perform all duties with diligence and good faith.

Section 3: Compensation

The Employer agrees to pay Employee an annual base salary of \$145,000.00. Provided that Employee's performance is determined to meet the expectations of the Commission, Employee shall be entitled to annual raises at a rate equal to what is offered other full-time employees whose performance meets expectations, effective on the anniversary date of this agreement. Employer may further increase Employee's salary based on performance, market comparison, or other considerations.

In addition to annual base salary and other benefits provided in this Agreement, Employee shall be paid a lump sum of \$5,000.00 upon approval of this Agreement by the City Commission, to defray moving expenses. This sum may be applied as Employee sees fit. Employee is not required to submit receipts or other documentation of how this sum is spent.

Section 4: Health, Disability and Life Insurance Benefits

Upon commencing employment under this agreement, the Employer agrees to provide and to pay the premiums for major medical/hospitalization, prescription, life, accidental death and

dismemberment, and other insurance coverage for the Employee and his/her dependents equal to that which is provided to all other full-time employees of the Employer. Employee shall pay the cost of premiums for dependent coverage consistent with other employees.

Section 5: Vacation and Sick Leave

Employee shall accrue Paid Time Off (PTO) as provided for all other regular, full time employees. A copy of the Employer's PTO policy is attached as Exhibit "A" to this Agreement. For purpose of PTO accrual, the Employee shall be credited with 15 years of service, such that his base PTO as of the inception of employment will be 30.5 days. PTO will accrue from inception of employment forward at the rate provided for employees with 10 to 20 years of employment as provided in the policy attached as Exhibit "A" but shall not exceed the cap on PTO imposed in the policy.

In recognition that certain unforeseen events may occur or due the functions of the position, the employee will immediately receive 40 hours of administrative time off which may be used during the first year of employment. Administrative leave provided herein shall not (1) accrue beyond 40 hours; and, (2) be eligible for the PTO exchanged policy if not completely used by the end of the first year of employment.

Section 6: Automobile Allowance

To compensate the Employee for all automobile expenses and use related to the duties of City Manager, the Employer agrees to provide a monthly Automobile Allowance of \$300.00 to compensate the Employee for expenses related to the use, purchase and-or lease of an automobile, as well as to operate, insure and maintain a vehicle, as well as for other expenses related to the duties of the Employee.

Section 7: Other Expenses

A. Civic Club Membership. As an inducement to Employee to have greater exposure and involvement in Leesburg activities, employer shall pay the dues and related costs for the employee to become a member and maintain membership in one or more Leesburg-based civic club(s). In no event shall this cost exceed \$750.00 in any fiscal year.

B. Business Expenses. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and agrees to reimburse or pay said general expenses, up to an amount not to exceed \$200.00 per month. The Finance Director shall be authorized to disburse such monies upon receipt of a duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, or to issue a City credit card for such purposes, all the forgoing according to such policies and procedures then in effect governing the reimbursement of expenses to City employees.

C. Professional Development. Employer shall budget and pay all appropriate professional dues, subscriptions, and expenses related to annual conference attendance and occasional training seminars, on behalf of the Employee for purposes of allowing his continued and full participation in direct job-related professional organizations for the good of the City at the national, regional, state, and local levels. Such organizations shall include the International City/County Manager's

Association and Florida City/County Management Association. The Employee will be expected to provide reasonable notice to the City of any planned absences to attend such activities.

D. Employee shall receive a cell phone stipend in accordance with Leesburg Cell Phone Policy 530.

E. The benefits afforded Employee under this Section 7 shall not be due and payable during any time the Employee is on suspension (with or without pay), after the employee has tendered his resignation, regardless of when it takes effect, or after the employee has been notified he has been terminated.

Section 8: Retirement

Employee shall be entitled to retirement benefits consistent with City Ordinance 03-57, as amended, including the option to participate in the ICMA retirement program.

Section 9: Termination and Severance Pay

A. Termination With Cause. This Agreement may be terminated for cause by a majority vote of the City Commission. In such cases, the Employee shall be entitled only to accrued benefits available to any other employee. For purposes of this Agreement, "cause" is: (i) conviction of a felony or a crime (whether a felony or misdemeanor) involving dishonesty, moral turpitude, or misfeasance, malfeasance, or nonfeasance in the performance of his duties, or (ii) breach of this contract. The employee shall be given written notice setting forth any charges at least five days prior to a City Commission hearing requested by the Commission member(s) bringing such charges. No severance pay will be provided if Employee is terminated for cause.

B. Termination Without Cause. This Agreement may be terminated without cause (as defined in paragraph A above) by a majority vote of the City Commission. Such a vote must be preceded by at least five days written notice to the Employee by a City Commissioner or the City Attorney. In the event Employee is terminated by the Employer before expiration of the aforesaid term of employment without cause, and during such time that Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to make a lump sum cash payment equal to twenty weeks of base salary payable within fifteen calendar days after termination, unless otherwise agreed to by Employee and Employer. Employee shall be paid for all unused Paid Time Off. Health insurance coverage for Employee shall be continued during the six months after termination or until employee is covered by another group insurance plan, whichever is earlier, and shall be paid for by Employer. At his option, Employee may continue to pay for dependent coverage. No other benefits, including retirement contributions, shall accrue following the effective date of the termination. Severance pay, as defined in §215.425, Fla. Stat. (2013), may not exceed an amount greater than 20 weeks of base compensation.

C. Severance payments must be approved by the City Commission prior to issuance.

D. Should the Employer terminate Employee without cause, and Employee accepts the severance payment as provided in Paragraph B above, Employee agrees to release the Employer from any and all claims, demands, or damage associated with the termination, including but not limited to claims asserted under the provisions of the FMLA or ADA.

E. If the Employer, citizens or legislature acts to amend any provisions of the charter, ordinances or appropriate enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the Employer's form of government, the effect of which is to eliminate the Employee's position, substantially reduce his duties and authority, or otherwise create a material, adverse effect on employee, the Employee shall have the right to declare that such amendments constitute termination and shall be entitled to severance as provided in Paragraph B above.

F. If the Employee shall resign at the formal request of a majority of the Commission (as evidenced by a majority in a public meeting), Employee shall be entitled to severance as provided in Paragraph B above.

Section 10: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 60 days notice unless the parties agree otherwise. Provided advance notice is given, employee shall be entitled to pay-out of accrued benefits as otherwise provide for full time employees.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee in August, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The criteria may be added to or deleted as Employer may from time to time determine. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Notwithstanding the foregoing, if the employee is requested to engage in the formulation of process, criteria, and format for his evaluation and refuses to engage meaningfully and in good faith in those negotiations, Employer may proceed with the evaluation using its own criteria.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule, provided the Employee works sufficient hours to perform his duties hereunder satisfactorily.

Section 13: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee 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 Employee'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 willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and

Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer 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 attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless as a result of his willful or wanton conduct. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise claims and unless the Employee is a party to the suit in which event Employee shall have a veto authority over the settlement, Employer may settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation after Employee's termination or resignation.

Section 14: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Residency Requirement

Employee shall maintain residency within the Leesburg Utility Service Area during his employment. This requirement may be met through residency at any property that is served by Leesburg's water, wastewater, reuse, natural gas, or electric utilities.

Section 16: Other Terms and Conditions of Employment

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

Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice. In the event of any conflict, difference, or discrepancy, the terms of this agreement shall take precedence.

Section 17: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630.
- (2) EMPLOYEE: Alfred A. Minner, City Manager, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630 .

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18: General Provisions

A. Integration. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall be effective as of the date on which the last party affixes his signature to it.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. 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.

IN WITNESS WHEREOF, the City of Leesburg has caused this agreement to be signed and executed by the Mayor on behalf of the City Commission, and duly approved as to form by the Leesburg City Attorney, attested by the Leesburg City Clerk, and the Employee has signed and executed this agreement, all in duplicate, the day and year first above written.

THE CITY OF LEESBURG, FLORIDA

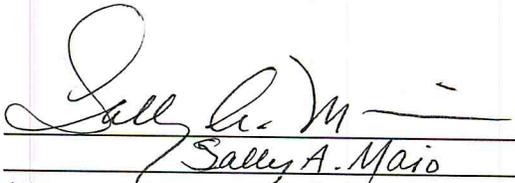
BY: _____
DAVID KNOWLES, Mayor

Attest: _____
BETTY RICHARDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

WITNESSES:

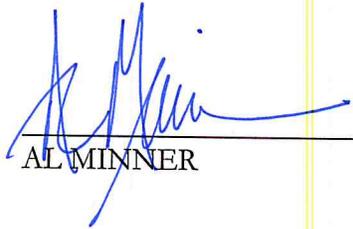


Sally A. Maio

(Type or print name of witness)

(Type or print name of witness)

EMPLOYEE:



AL MINNER

EXHIBIT "A"

365 PAID TIME OFF (PTO)

The City encourages each employee to use their annual PTO entitlement as paid time off for purposes such as vacation, leisure time, personal illness, or caring for family member(s) who may be in need of care. Employees are encouraged to maintain a minimum balance of PTO in their account to cover unforeseen personal or family illness, or the event of an unforeseen emergency.

Administration

1. PTO may be granted for personal illness, personal reasons, accident, or pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e. spouse, children or other dependents living in the same household). In some situations PTO may also qualify as leave under the Family and Medical Leave Act and be treated accordingly.
2. Upon approval from the Department Head and the City Manager, PTO may be used for serious illness of the employee's mother, father, mother-in-law, and father-in-law. In situations where an absence will exceed three days due to illness, or where a pattern of excessive absenteeism exists the City may require written certification be provided by the employee so a determination may be made as to eligibility for PTO.
3. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO for any days or portion of days not payable by Workers' Compensation. Under the Florida Worker's Compensation Law, no compensation shall be allowed for the first 7 days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first 7 days of an absence covered and paid for by Worker's Compensation, the employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.
4. In addition to an employee's own earned PTO time, all regular full-time and part-time employees of the City who have completed six months of employment are eligible for participation in the PTO Exchange Program.
5. Newly hired employees accrue PTO time, but are not permitted to take PTO leave during their first 90 days of service.
6. Regular part-time employees working 20 hours per week or more accrue their PTO time on the same basis as full-time employees, except it is prorated according to the number of hours they normally work.

7. PTO time is not earned during an unpaid leave of absence or unpaid FMLA leave, but is earned during PTO leave or other paid absences.
8. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.
9. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.
10. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with the supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.
11. Physician's Release upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work.
12. A Supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay, as provided in paragraph 13 of this policy..
13. Deductions from an employee's accrued and available PTO balance may be made for actual time used, and may include deductions in increments less than a full day, i.e. less than an hour, 1 hour, half a workday, etc., for absences due to personal reasons, accident or illness. This deduction from the PTO balance applies regardless of whether the employee is paid on an exempt (salaried) basis, or a non-exempt (hourly) basis. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

Scheduling

1. Requested PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor. PTO time shall be requested by using the Employee Leave Request Form in advance. The request may be denied if granting PTO would leave the City understaffed, or if scheduled work could not be performed in the absence of the employee. Denial is at the discretion of the supervisor or Department Head.

2. Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.
3. If a City paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.
4. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.

Accrual

Paid Time Off (PTO) shall accrue for each full-time employee from the employee's date of hire at the following rates:

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.

PTO Annual Accrual Chart		Years of Service	Part-Time PTO Annual Accrual (Days)				
Full-Time Employees			<i>Based on Normal Scheduled Hours</i>				
Years of Service	PTO Days per Year		90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Maximum Accrual Permitted

Unused PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.
2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12 month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made on the next regular pay day to the employee or in a contribution to the employee's ICMA account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six months of employment as a Police Officer or Firefighter where the probationary period is greater than six months).

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City. The following are the guidelines for the use of this policy:

1. The employee must be a full-time or part-time regular employee who has successfully completed their probationary period of employment (or six months of employment as a Police Officer or Firefighter where probationary period is greater than six months).

2. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household).
3. Employees are only eligible to receive a maximum of 12 weeks of donated PTO leave per 12 month rolling period. (Example: Once 12 weeks have been used, the employee is not eligible to use donated PTO leave until 12 months have passed.)
4. Donations shall come from the Long Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
5. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 consecutive calendar days in either paid or unpaid leave status.
6. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 5 above.
7. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
8. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
9. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations/leave.
10. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
11. All donations must be in even amounts (whole numbers). (Example 4, 7, or 9 hours; fractional donations are not acceptable.)
12. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.