

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement ("Agreement") is made and entered into by and between the City of North Port, Florida ("Employer"), a municipal corporation, and Alfred Jerome Fletcher, II ("Employee"), an individual who has education, training, and experience in local government management and who, as a member of the International City/County Management Association ("ICMA"), is subject to the ICMA Code of Ethics.

RECITALS

WHEREAS, Section 2.01 of the City Charter establishes a Commission-Manager form of government; and

WHEREAS, Section 9.01 of the City Charter establishes the City Manager as a charter officer to be appointed by the City Commission; and

WHEREAS, Section 9.02 of the City Charter requires Employer to enter into an employment contract with the City Manager; and

WHEREAS, by majority vote and on the basis of Employee's executive and administrative qualifications without regard for his political affiliations, the City Commission approved the appointment of Employee to the position of City Manager; and

WHEREAS, by majority vote, the City Commission approved this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

ARTICLE I.

TERM AND EFFECTIVE DATE

- A. Effective Date. This Agreement becomes effective on October 1, 2021 ("Effective Date"). Employee will commence employment on the Effective Date.
- B. Term. The term of this Agreement will be four (4) years and the Agreement will expire on October 1, 2025 unless otherwise terminated as provided in Article VI below. If this Agreement is not amended to extend the term before this Agreement expires, then all compensation, benefits, and requirements of this Agreement will remain in full force and effect until the parties execute a new agreement, Employee resigns, or Employer terminates this Agreement, whichever occurs first.

ARTICLE II.

DUTIES, ICMA MEMBERSHIP AND CREDENTIAL, AND PERFORMANCE EVALUATIONS

- A. Duties. Employer agrees to employ Employee as City Manager to perform the functions and duties specified in Article IX of the City Charter and to perform other legally permissible and proper duties and functions as identified in the City's codes, as amended from time to time; set forth in the City Manager job description, as amended from time to time; or assigned to Employee by the City Commission. The City Commission must not unreasonably interfere with Employee's performance of

these duties. Employee is not required to accept an assignment of any duty outside of the scope of those customarily performed by persons holding the role of City Manager in the absence of Employee's express written consent to the assignment. Employer may not reassign Employee to another position in the absence of Employee's express written consent to the assignment.

- B. Performance of Duties. Employee agrees to serve as the chief administrative officer of the City and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful City Commission directives; state, local, and federal laws; and Employer's policies, rules, ordinances, and City Charter; as all stated items now exist or as amended in the future. Employee must carry out to the best of his abilities all lawful policy directives, goals, and objectives, as communicated to Employee by the City Commission, and provide the City Commission with all information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipated future conditions.
- C. Administrative Policies. Except as otherwise required or limited by law, regulation, or Employer's agreement with any other person or entity, Employee is authorized to establish administrative regulations, rules, policies, and procedures as Employee deems necessary for the efficient and effective operation of the City and performance of its employees.
- D. Hours of Work. The parties agree that Employee is expected to devote a great deal of time to the business of Employer outside of normal business hours, and that Employee may take time off from Employer as is customary for exempt employees, provided the time off does not interfere with the normal operations of the City or the City Manager's Office.
- E. Primary Employment. The position of City Manager is Employee's primary employment. Employee is prohibited from engaging in any other compensated employment without the prior approval of the City Commission.
- F. ICMA Membership and Credential. Employee is a member of ICMA. Employee must continuously maintain his ICMA membership in good standing throughout his tenure with the City. Employee represents and warrants that he has started his work to attain status as an ICMA Credentialed Manager ("ICMA-CM") and is expected to be designated as an ICMA-CM candidate in October 2021. Employee must obtain ICMA-CM designation no later than September 30, 2025, and once obtained, must maintain this credential with no loss, lapse, or revocation.
- G. Performance Evaluations.
 - 1. Initial Evaluation. The City Commission must conduct an initial performance evaluation of Employee at or around six (6) months from the Effective Date. The City Commission will consider an adjustment to Employee's base salary of up to \$5,000.00, based on the result of Employee's initial performance evaluation.
 - 2. Annual Evaluation. The City Commission must conduct a performance evaluation of Employee at a public meeting annually during the month of September, subject to a process, form, criteria, and format that are mutually agreed upon by Employee and the City Commission. The City Commission may consider compensation adjustments based on the result of Employee's annual performance evaluations.

**ARTICLE III.
ETHICAL COMMITMENTS**

- A. Standards. Employee must adhere to and his actions must always comply with the highest level of professional standards expected from the chief administrative officer of the City.
- B. Ethics. Employee must follow and uphold the ICMA Code of Ethics and its guidelines. Employee must follow and uphold the ethics rules, regulations, and laws of the State of Florida. Employee must not engage in any conduct that could reflect unfavorably on the City. Employer shall refrain from any order, direction, or request that would require Employee to violate the ICMA Code of Ethics or its guidelines.
- C. Other Policies. Employee must comply with all lawful City Commission directives; state, local, and federal laws; and Employer's policies, rules, ordinances, and City Charter.
- D. Political Activity. Consistent with the standards outlined in the ICMA Code of Ethics and its guidelines, Employee shall not endorse any candidate for, make a financial contribution to, sign or circulate a petition, or participate in a fundraising activity for any individual seeking or holding elected office. Employee shall not seek, solicit, or accept any personal enrichment, benefit, or pecuniary gain derived from confidential information or misuse of his employment.

**ARTICLE IV.
COMPENSATION AND BENEFITS**

- A. Base Salary. Employee will be paid an annual base salary of \$185,000.00, payable in the same manner as other full-time regular City employees and pursuant to Employer's regular payroll schedule.
- B. Medical, Vision, and Dental Insurance. Employer will provide and pay the premiums due for Employee's medical, vision, and dental insurance equal to the amount provided to and in the same manner provided to other full-time regular City employees. Employee's insurance coverage will begin on November 1, 2021.
- C. Life Insurance. Employer will provide and pay the premium due for term life insurance for Employee in an amount equal to Employee's annual base salary.
- D. Leave. Employee will accrue and may use leave in accordance with the City's Personnel Policy Manual. Upon commencing employment, Employee will be credited with forty (40) hours of annual leave and forty (40) hours of exempt leave. The City's Personnel Policy Manual will govern payment of leave upon separation.
- E. Vehicle Allowance and Business Travel. Employee will be paid a vehicle allowance of \$500.00 per month, payable pursuant to Employer's regular payroll schedule. For any personal vehicle used for business travel, Employee must carry, at his own expense, liability, property damage, and comprehensive insurance coverage. For travel outside Sarasota, Charlotte, DeSoto, and Manatee Counties relating to City business, Employee may be compensated for use of his own vehicle in accordance with the IRS standard mileage rate and Employer's policies. Employee may, at his discretion, utilize a City vehicle for conducting City-related business from time to time.

- F. Smartphone. Employee will be issued a City smartphone for business use in accordance with Employer's policies. Employee must return all Employer-issued equipment prior to separation from employment.
- G. Retirement Account. Employer must immediately, or at the first permissible opportunity, enroll Employee in the Florida Retirement System ("FRS") at the senior management service class, and must make all appropriate Employer contributions to Employee's FRS account.
- H. Supplemental Retirement Plan. Employer must execute and keep in force all necessary agreements provided by ICMA Retirement Corporation ("ICMA-RC") or any other Section 457 deferred compensation plan for Employee's participation, or continued participation, in the supplemental retirement plan. Employer must pay an amount equal to 3.5 percent of Employee's annual base salary, as adjusted with any compensation increases, into the designated plan on Employee's behalf, in an equal proportionate amount each pay period.
- I. Professional Development. To the extent appropriated by Employer's annual budget, Employer agrees to pay for professional dues, subscriptions, and memberships for Employee's participation in and attendance at conferences, seminars, courses, and meetings of national, state, regional and local associations (e.g., ICMA, Florida City and County Management Association [FCCMA], etc.) and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for Employer's benefit. Employer will not require Employee to use vacation leave when participating in professional development activities.
- J. Civic Involvement. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer will pay for the reasonable membership fees and/or dues to enable Employee to become an active member in one (1) local civic club or organization.
- K. Other Benefits. Except as otherwise provided in this Agreement, Employee is entitled, at a minimum, to the highest level of other benefits enjoyed by or offered to Employer's general employees as provided in the City's Personnel Policy Manual. In the event of any conflict between this Agreement and the City's Personnel Policy Manual, this Agreement will prevail.

ARTICLE V. RESIDENCE AND RELOCATION

- A. Residence. Employee must establish residence within the corporate boundaries of the City of North Port within one (1) year from the Effective Date. Pursuant to Section 9.01(a) of the City Charter, Employee must consistently maintain his residence in North Port while serving as the City Manager, except as provided in Section 9.02(b) of the City Charter.
- B. Direct Payment of Costs for Moving Household Items. Employer shall pay the relocation costs associated with moving Employee's household items from Woodbridge, Virginia to within the corporate boundaries of the City of North Port. Relocation costs include packing, transportation, and insurance costs for Employee's household items. Employee must provide Employer with quotes from three (3) moving companies. The qualified vendor with the lowest quote as determined by Employer's

Finance Department will be retained and Employer agrees to pay the moving company directly for the actual relocation costs. If this Agreement is terminated for any reason within two (2) years of the Effective Date, Employee must repay Employer for the full amount of these costs no later than thirty (30) days after the date Employee's employment terminates.

- C. Reimbursable Costs. Employee must provide Employer with receipts for all costs for which reimbursement is sought. If this Agreement is terminated for any reason within two (2) years of the Effective Date, Employee must repay Employer for the full amount of these costs no later than thirty (30) days after the date Employee's employment terminates. Employer agrees to reimburse Employee for the actual cost of the following items, up to a total amount not to exceed \$30,000.00.
1. Lodging and Meals. Actual lodging expenses and Employer's standard per diem amount for meals for Employee, his spouse, and his children while traveling to North Port to locate housing and relocate.
 2. Transportation. Transportation expenses incurred by Employee, his spouse, and his children while traveling to North Port to locate housing and relocate:
 - a. If flying, the actual costs of air fare and baggage fees; and
 - b. If driving, mileage reimbursement at the current IRS rate.
 3. Vehicles. The actual costs of shipping Employee's and his spouse's personal vehicles from Woodbridge, Virginia to the City of North Port.
 4. Storage Costs. The actual storage costs of Employee's household items prior to moving to permanent housing.
 5. Moving of Goods. Packing, transportation, and costs of moving household goods from storage and/or from temporary housing to permanent housing.
 6. Temporary Housing. Rent or lease payments for temporary housing.
- D. Increase to Reimbursable Costs. Employer recognizes that, as of the date the parties enter this Agreement, Employee has not had an opportunity to obtain quotes or comprehensive data for the reimbursable costs set forth in Section V.C above; nonetheless, the parties have negotiated this term. After obtaining quotes and additional data, Employee may ask Employer to renegotiate the amount of the reimbursable costs. Any increase in the amount of the reimbursable costs would require a written contract amendment approved by majority vote of the City Commission, and Employee recognizes that there is no guarantee that a requested increase would be approved. The parties agree that an unsuccessful attempt to renegotiate this term does not constitute a breach of this Agreement nor cause to terminate this Agreement. If the parties are unable to reach agreement on any such amendment, this Agreement remains in full force and effect.

ARTICLE VI.
EMPLOYMENT SEPARATION

- A. Resignation. Employee may terminate this Agreement by providing the City Commission with a minimum of 30 days' written notice of Employee's voluntary resignation subject to any applicable requirements of state or local law. Employee's employment will be deemed terminated upon the date specified in Employee's notice or an earlier date, as determined by a majority vote of the entire City Commission. Employee will not be entitled to severance pay upon resigning.
- B. Termination without Cause. This Agreement will be terminated pursuant to the occurrence of any of the below-listed events and Employee's employment will be deemed terminated without cause, effective thirty (30) days following the terminating event.
1. A majority of the entire City Commission votes in a public meeting to terminate Employee's employment without cause;
 2. A majority of the entire City Commission votes in a public meeting to express "no confidence" in Employee;
 3. A majority of the entire City Commission votes in a public meeting to allow Employee to resign;
 4. If Employer, citizens, or the legislature acts to amend any provision of the City Charter pertaining to the role, powers, duties, authority, or responsibilities of Employee's position that substantially changes the form of government, Employee has the right to declare that the amendment constitutes termination of this Agreement; or
 5. A breach of contract, declared by Employee, that is not cured within thirty (30) days of Employee providing Employer with written notice describing the conduct that constitutes the breach.
- C. Termination with Cause. This Agreement will be terminated pursuant to the occurrence of any of the below-listed events and Employee's employment will be deemed terminated with cause, effective ten (10) days following the terminating event. Employee will not be entitled to severance pay upon being terminated with cause.
1. A majority of the entire City Commission votes in a public meeting to terminate Employee due to a breach of his obligations under this Agreement, where Employee has failed to cure the breach within thirty (30) days of receiving written notice describing the conduct that constitutes the breach;
 2. A majority of the entire City Commission votes in a public meeting to terminate Employee due to a violation of any ethical commitments required in Article III of this Agreement or due to Employee's personal dishonesty, misconduct, breach of fiduciary duty, failure to perform stated duties, or violation of any law or the City Charter;
 3. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's violation of a rule, regulation, ordinance, or City policy that could subject any other charter officer or department head to termination;

4. A majority of the entire City Commission votes in a public meeting to terminate Employee due to Employee's failure to satisfactorily improve the deficiencies identified in a performance improvement plan that the City Commission issued at least six (6) months prior; or
 5. After Employee has obtained ICMA-CM designation, a majority of the entire City Commission votes in a public meeting to terminate Employee due to the lapse or revocation of the credential.
- D. Severance. If this Agreement and Employee's employment are terminated without cause pursuant to Section VI.B above, Employer must pay Employee severance in an amount equal to twenty (20) weeks of Employee's base salary as of the termination date. Severance will be paid in a lump sum no later than the second payday following the effective date of termination.

ARTICLE VII. INDEMNIFICATION

Indemnification. Pursuant to Article XIII of the City Charter and Florida Statutes Sections 111.07, Employer will provide an attorney to defend any civil action arising out of and in the scope of Employee's employment or function as City Manager and will pay any final judgment as set forth in Florida Statutes Sections 111.071. This section survives the termination of this Agreement.

ARTICLE VIII. MISCELLANEOUS

- A. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions of this Agreement. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- B. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- C. Severability. In the event any court holds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions will be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- D. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.
- E. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, term sheets, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

- F. Amendment. This Agreement may be amended only by an express written agreement signed by Employer and Employee. The amendments must be incorporated and made a part of this Agreement.
- G. Assignment. This Agreement is not assignable.
- H. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.
- I. Notice. All notices required by this Agreement must be provided in writing at the following addresses. Notice is deemed given as of the date issued.
- | | |
|-----------------------------|-----------------------------|
| 1. <u>To Employer:</u> | <u>with a copy to:</u> |
| City of North Port, Florida | City of North Port, Florida |
| Attn: City Commission | Attn: City Attorney |
| 4970 City Hall Blvd. | 4970 City Hall Blvd. |
| North Port, Florida 34286 | North Port, Florida 34286 |
2. To Employee: the address Employee provides to the City for income tax purposes.

**ARTICLE IX.
ATTORNEY REVIEW**

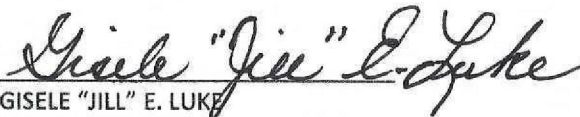
- A. Employee represents and warrants that:
1. In executing this Agreement, Employee has had adequate opportunity to obtain and rely on legal advice from an attorney of his choice, so that an attorney could have read and explained to Employee the terms of this Agreement and their consequences;
 2. Employee has read this Agreement;
 3. Employee fully understands the terms of this Agreement; and
 4. Employee has relied only on the promises contained in this Agreement and not any other promise by Employer, its employees, recruiter, agents, or elected officials.
- B. The terms of this Agreement are not to be construed against any party because that party drafted the document, or in favor of any party because that party failed to understand the legal effect of the provisions of the document.

THIS AGREEMENT has been executed by the parties as follows.

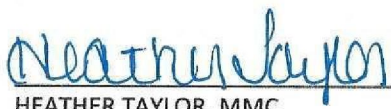
(Signature pages to follow)

Approved by the City Commission of the City of North Port, Florida on August 19, 2021.

EMPLOYER
CITY OF NORTH PORT, FLORIDA


GISELE "JILL" E. LUKE
MAYOR

ATTEST


HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


AMBER L. SLAYTON
CITY ATTORNEY

EMPLOYEE

Alfred Jerome Fletcher
ALFRED JEROME FLETCHER, II

ACKNOWLEDGEMENT

STATE OF Virginia
COUNTY OF Prince William

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 17th day of August, 2021, by Alfred Jerome Fletcher, II.

Joyce M. Gaines
Notary Public

____ Personally Known OR ☒ Produced Identification
Type of Identification Produced Drivers License

State of Virginia County of Prince William
On this 17th day of August, 2021,
Alfred Jerome Fletcher II
personally appeared before me, and proved to me through
satisfactory evidence of identification, which were _____
to be the person whose name is signed on the preceding or
attached document in my presence.
Joyce M. Gaines
Joyce M. Gaines, Notary Public
My Commission Expires February 28, 2025