

EMPLOYMENT AGREEMENT

This Agreement for Employment hereinafter referred to as the Agreement is made and entered into on the 31 day of May 2005 by and between the City of North Port Florida hereinafter referred to as the City or Employer and Steven S Crowell Jr hereinafter referred to as the Employee

RECITALS

- A The City of North Port is a political subdivision of the State of Florida and operates pursuant to a commission/manager form of government
- B The City Commission is the legislative branch of the City's form of government and derives its powers from the Florida Constitution general laws of the State of Florida and the City Charter
- C The City Manager is the City's chief executive officer whose powers duties and responsibilities are set forth in the City of North Port Charter and Code
- D Although the City Manager is an employee of the City he owes the Commission a higher duty of loyalty and confidentiality than other City employees Accordingly the City and the Employee acknowledge that the City Manager position has greater obligations and responsibilities than other positions of employment and as a result may be subject to more restrictions and enhanced benefits than other employees of the City
- E The employee has represented and warranted that by virtue of his education training and experience he has the requisite skills background education knowledge and abilities to capably perform the duties and obligations of City Manager
- F As a result of its good faith reliance on those representations and warranties the City wishes to secure employ and retain the services of the Employee as City Manager
- G And the Employee desires to accept and assume the position of City Manager

NOW THEREFORE in consideration of the premises and the mutual covenants expressed herein and pursuant to the employment relationship between the parties and for other good and valuable consideration the receipt and adequacy of which is hereby acknowledged the parties agree as follows

1 **Recitals** The recitals outlined above are true and correct and are incorporated into and made a part of this Agreement

2 **Position or Job** The City hereby employs engages and hires the Employee in the position of City Manager provided however that this Agreement and the Employee s employment are subject to and conditioned upon the Employee a) successfully passing all post offer background and reference checks and medical examinations conducted by the City and b) being approved by a majority of the City Commission at a lawful public meeting

The general duties and responsibilities of this job include but are not limited to those specified in the City Charter and/or assigned to him pursuant to law by the City commission The City shall have the sole right and discretion to change or modify the duties and responsibilities of the Employee s position or job at any time and for any reason And the Employee shall perform all duties responsibilities tasks jobs and services assigned to him by the Employer

3 **Performance Evaluation** The City Commission shall review and evaluate the performance of the Employee at least once annually during the time period thirty (30) days prior and thirty (30) days after the anniversary date of the employee s employment Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee Said criteria may be added to or deleted from as the City Commission may from time to time determine in consultation with the Employee Further the Commission Chair shall provide the Employee with a summary written statement of the findings of the City Commission and provide an adequate opportunity for the Employee is discuss his/her evaluation with the Commission

Annually the City Commission and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of North Port and in the attainment of the Commission

policy objectives and shall further establish a relative priority among those various goals and objectives said goals and objectives to be reduced to writing They shall generally be attainable within the time limitation as specified and the annual operating and capital budgets and appropriations provided In effecting the provisions of this Section the City Commission and Employee mutually agree to abide by the provisions of applicable law

4 **Duration of Employment Indefinite** The Employee shall be employed by the City as its Manager but nothing in this Agreement shall be construed as creating an obligation duty or guarantee of employment for any specific duration Although the City hopes that its relationship with the Employee will be long term the employment and compensation of the Employee can be ended by either party in accordance with paragraph 6 below This term or period of employment shall commence on July 5th 2005

5 **Compensation or Salary** During the time that this Agreement is in force the City shall pay the Employee and the Employee shall accept from the City in full payment for the Employee s services an annual gross salary of \$135 000 00 payable in the same manner as other general employees are paid through the normal payroll system

The City Commission shall review and evaluate the Employee s salary as well as all other provisions of this Agreement annually This review and

evaluation will occur during the time period thirty (30) days prior and thirty (30) days after the anniversary date of the Employee s employment Whether or not the Employee s salary or any other provisions of this Agreement are adjusted shall be within the sole discretion of the Commission

6 **Termination** The employment and compensation of the Employee can be ended at the option of the City or the Employee at any time with or without cause subject to the following conditions

- a The Employee may cancel this Agreement and his employment by giving the City thirty (30) days written notice before the effective date of termination No severance shall be paid to the Employee when termination occurs under these circumstances However the Employee

will be paid any vacation time that he has accrued as of the effective date of termination

- b The City by super majority may cancel this Agreement and the Employee's employment without cause by giving the Employee thirty (30) days written notice before the effective date of termination. However, if the City does so prior to the first anniversary date of the Employee's employment, the Employee shall receive a lump sum severance payment equal to one (1) year's salary at his then current rate of pay. After the first anniversary date of his employment, the Employee shall receive six (6) months aggregate salary as severance.
- c The City shall terminate this Agreement and the Employee's employment without prior notice if the Employee
- i violates any of the terms or conditions of this Agreement or the City Charter
 - ii commits an immoral or illegal act
 - iii engages in any type of official misconduct, misfeasance or malfeasance
 - iv makes a material misrepresentation on his application for employment or resume, or
 - v participates in any act of commission or omission which by operation of law constitutes good cause.

No severance shall be paid to the Employee if termination occurs under any of these conditions.

7 **Retirement** Each year, the City shall contribute an amount equal to 10 (%) percent of the Employee's annual salary or \$13,500.00, whichever is greater, as deferred compensation to the International City/County Management Association (ICMA). These contributions, which will be made on regularly scheduled pay dates, are in addition to the Employee's salary referred to in Paragraph 5 above and will immediately expire if this Agreement and the Employee's employment are terminated pursuant to Paragraph 6 above.

provided however that the City's annual contribution shall not exceed the maximum allowable contribution under the Internal Revenue Code

8 **Relocation** In order to mitigate the disruption to the Employee's family the City will provide the following relocation benefits

- a The City shall reimburse the Employee for the reasonable expenses of transportation lodging and meals to enable the Employee and his spouse to travel from Greenwood Village Colorado to North Port Florida and back again for a total of fourteen (14) days to find suitable housing and to sell their home in Colorado
- b The City will reimburse the Employee for all reasonable expenses of packing moving and transporting himself and his family as well as their personal property or belongings from Greenwood Village Colorado to North Port Florida Before incurring such expenses the Employee will obtain bids from three (3) nationally known moving companies and the City will reimburse him an amount equal to the lowest bid after the move is satisfactorily completed However if the Employee terminates this Agreement pursuant to Paragraph 6a above during the first year of his employment he shall repay these moving expenses to the City prorated on the number of months worked For example if the Employee were to quit after only working three (3) months he would owe the City nine twelfths ($9/12$ or $3/4$) of the moving expenses the City had paid Likewise were the Employee to leave after working eleven (11) months he would be required to pay back one twelfth ($1/12$)
- c If the Employee is unable to immediately secure a permanent place to live within the City of North Port the City will reimburse him for the reasonable cost of lodging himself and his family for up to thirty (30) days within forty (40) miles of the City limits
- d The City shall provide Employee with a fixed interest loan to purchase a house The amount of the loan shall not exceed \$200 000 00 The loan shall be secured by a note and mortgage in favor of the City The

I R S market rate ~~3%~~ ^{7.25%}

loan with interest at ~~three (3)%~~ shall be due at the time employee sells the house or within sixty (60) days of termination of his employment for any reason

9 **Insurance** The City will at its expense provide the Employee spouse and dependents with medical health vision and dental insurance In addition the city shall pay short term disability and the premium for term life insurance on the Employee in the face amount equal to one year s salary

10 **Motor Vehicle** During the time he is employed the City shall provide the Employee with an automobile allowance of \$400 a month Employee shall provide his own automobile to travel to and from work and for City related business Employee shall provide liability property damage and comprehensive insurance coverage on his automobile Further employee shall be responsible for maintenance service and gasoline and oil for his automobile

11 **Physical Examination** Once each year the Employee shall submit to a complete physical examination by a qualified physician selected by the City Any part of the cost of this examination which is not covered by the City s group health insurance plan will be paid by the City However the cost of any follow up tests examinations or treatments shall be at the Employee s expense

12 **Vacation Leave** The Employee shall be entitled to eighty (80) hours of vacation leave with pay the first year of his employment For each year thereafter he shall have one hundred twenty (120) hours with pay The Employee may take up to eighty (80) hours vacation at the same time without Commission approval However if he wishes to take more than eighty (80) hours at one time he must first obtain the consent of the Commission

Vacation leave cannot be postponed or carried forward to a succeeding year and any unused leave shall be forfeited at the end of each year However should the Employee be unable to utilize all granted vacation leave within a given year because of the constraints of his duties he may with commission approval use any remaining leave within ninety (90) days of his anniversary date of hire

13 **Professional Development** The City shall pay reasonable and necessary professional dues and subscriptions for the Employee to participate in national regional state and local associations and organizations essential for the Employees continued professional development as City Manager In addition the City will pay reasonable and necessary expenses and costs for the Employee to attend seminars short courses lectures and institutes related to his duties and responsibilities as City Manager

14 **Civil Involvement** The City acknowledges the value of having its Manager participate and be directly involved in local civic clubs or organization Accordingly the City shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in two (2) local civic clubs or organizations

15 **Residence** Although the Employee is not required to be a resident of the City at the time of his appointment he shall establish and maintain permanent residence within the City s geographical boundaries within one (1) year of the date he is hired

16 **Other Benefits** Except as otherwise provided in this Agreement the Employee shall be entitled to all benefits enjoyed by other general employees of the City as provided in the City s Personnel Rules and Regulations

17 **Indemnification** In addition to that required under state and local law Employer shall defend save harmless and indemnify Employee against any tort professional liability claim or demand other legal action or ethics complaints whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee s duties as City Manger Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon

18 **Waiver** No consent or waiver expressed or implied by any party to any breach or default by the other in the performance by the other of their obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default of this Agreement Failure of any party to complain or any act or failure to act by the other party or to declare the other party in

default irrespective of how long such failure continues shall not constitute a waiver of that party's rights hereunder

19 **Controlling Law** This Agreement and the validity execution construction interpretation performance and enforcement thereof shall be governed by the substantive and procedural laws of the State of Florida

20 **Jurisdiction and Venue** Any and all actions causes of action lawsuits litigation legal proceedings or special proceedings to construe interpret or determine the validity of this Agreement and/or to enforce performance thereof shall be brought only in the State of Florida in Sarasota County The Employee and the City stipulate that subject matter and in personam jurisdiction and venue for any dispute controversy or disagreement relating directly or indirectly to the provisions of this Agreement and the enforcement therefore lies exclusively in Sarasota County State of Florida

21 **Attorney's Fees** In any litigation lawsuit legal or other proceedings brought in connection with the construction interpretation meaning validity performance or enforcement of this Agreement the prevailing party shall be entitled to receive all of (his/its) costs and reasonable attorney's fees from the other party

22 **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 had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision

23 **Integration** This Agreement sets forth and establishes the entire understanding between the employer and the employee relating to the employment of the Employee by the Employer Any prior discussions or representations by or between the parties are merged into and rendered null and void by the Agreement No amendment or modification of this Agreement shall be valid or effective unless it is in writing and properly executed by all parties thereto

24 **Notice** Any notice required or permitted under this Agreement shall be sent by certified mail to a) the City at its principal place of business and b) to the Employee at the address provided to the City by the Employee for income tax purpose

25 **Employees's Understanding** Before signing this Agreement the Employee was advised of his right to consult with an attorney to review the Agreement and had the opportunity to have an attorney throughout the process leading up to the execution of the agreement

Before signing this Agreement the Employee had full and adequate opportunity to review and read it Moreover the Employee did read and review the Agreement and fully understood its contents terms provisions and conditions before signing it

26 **Binding Effect** This Agreement shall be binding on the City and the Employee as well as their heirs assigns executors personal representatives and successors in interest

27 **Effective/Anniversary Dates** This Agreement shall become effective on July 5 2005 Accordingly July 5th of each succeeding year shall be the anniversary date of the Employee s employment with the City

IN WITNESS WHEREOF the employee signed and executed this Agreement on

May 28, 2005 after which the City signed and executed it on

May 31, 2005

CITY OF NORTH PORT FLORIDA

By [Signature]
Richard A Lockhart Commissioner
Chair

ATTEST

[Signature]
Helen M Raimbeau CMC
City Clerk

Approved as to form and correctness

[Signature]
Robert K Robinson
City Attorney

Witnesses

[Signature]
Sue D. Hall

EMPLOYEE

[Signature]
Steven S Crowell Jr

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27th day of
May 2005 by Steven S Crowell Jr who is personally known to me
or who has produced _____ as
identification

(Seal)

[Signature]
NOTARY PUBLIC

Patsy C Adkins
Print Name of Notary

