

Exhibit I:
Sample Employment Agreements

The following are links to sample employment agreements.

Link to ICMA Model Employment Agreement

<https://icma.org/documents/icma-model-employment-agreement-editable>

This document serves as a model employment agreement template for administrators of municipal governments. The document is available to the ICMA members.

Texas City Management Association CM Agreement:

<https://www.tcma.org/DocumentCenter/View/156/Sample-Employment-Agreement-with-Benefit-Options-PDF>

This agreement is available to the public.

Agreements specific to Florida may be found online from various cities and counties by doing a web search for either *Florida city manager employment agreements* or *Florida county administrator employment agreements*.

Note:

20-Week Limit on Severance Pay in Florida: All agreements after July 1, 2011, must comply with Florida Statute Section 215.425 (4)(a)(1)&(2) as follows:

(4)(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. [443.036\(29\)](#), by the unit of government.

On the next page please see a sample Florida Manager Employment Agreement based on a 2023 City Manager search.

SAMPLE FLORIDA EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into, by, and between the City/ County of _____ and _____ (“Manager”).

WHEREAS, after due consideration and deliberation in accord with law, the Commission (hereafter Commission) of the _____ has determined to offer the position of City/ County Manager to _____; and

WHEREAS, Manager has determined to accept the position; and

WHEREAS, the Parties wish to set forth the terms and conditions of Manager's employment by the City/County.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows.

1. Recitals. The Parties agree that the recitals above are true and correct and that they are incorporated by reference as if fully stated here.
2. Employment. The City/ County agrees to employ, and Manager agrees to be employed in the position of City/ County Manager on the terms and conditions herein stated and as set forth in the Charter of the City/ County of _____ and the Code of Ordinances of the City/ County of _____.
3. Duties. Manager will perform the functions and duties of City/ County Manager as specified in Section _____ of the City/ County Charter and City/ County Code of Ordinances, as they may be amended from time to time, and by all other applicable laws, and to perform other legally permissible and proper duties as the Commission shall from time-to-time assign. The Manager shall give his/ her best efforts in performing these duties.
4. Term. The Term of the Employment Agreement shall be for an indefinite term subject to the termination provisions set forth herein. This Agreement and Manager's employment hereunder shall commence on _____.
5. Base Salary. The annual base salary of the Manager shall be \$_____. The base salary shall not be decreased during the term of this Agreement. The City/ County agrees to review said base salary and/ or benefits on an annual basis and to increase said salary and benefits to such an extent as the Commission may determine appropriate per the Manager's Performance Evaluation Process. At a minimum, the annual base salary shall be increased by any cost-of-living adjustment, or other increases provided to non- represented employees.

6. Performance Evaluation Process. An initial “check-in” evaluation will be undertaken six months following the Manager's appointment. A subsequent comprehensive performance evaluation will take place six months thereafter (i.e., at the end of the Manager's initial year of employment). Upon attainment of a successful annual performance evaluation, as determined by the Commission, Manager shall be eligible for a base salary adjustment. Thereafter, performance evaluations will occur on an annual basis with any base salary adjustment to be dependent upon the results of the evaluation and consistent with approved Annual Budget appropriations. The Commission shall evaluate/review the performance of the Manager in a public meeting, subject to a process, form, criteria, and format which shall be mutually agreed upon by the Manager and the Commission. The Commission shall provide the Manager with a written summary stating the findings of the Commission and provide an adequate opportunity for the Manager to discuss their evaluation with the Commission.

7. Termination.

a. Employment may be terminated with or without cause by the City/ County or Manager, in accordance with the procedures provided herein. If the City/ County chooses to terminate the Manager, the Commission must approve terminating the Manager in accordance with procedures set forth in Section ____ of the City/ County Charter and Code of Ordinances, as they may be amended from time to time.

b. If Manager is unable to perform their duties for any reason, including but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued sick leave, the City/ County shall have the option to terminate Manager's employment, in accordance with the procedures set forth in the City/ County Charter and Code of Ordinances, as they may be amended from time to time and in accord with applicable law,

c. If the Agreement is terminated by the death of the Manager, the City/ County shall pay a designated beneficiary of the Manager, or his/ her estate, all accrued compensation due Manager as of the date of his/ her death. The City/ County shall have no other liability to the Manager, his/ her estate, heirs, or beneficiaries, and neither the Manager beneficiary nor estate will be entitled to any severance pay.

d. If the City/County, citizens or State of Florida acts to amend any provisions of the City/ County Charter, Code of Ordinances, as they may be amended from time to time, and/or state law pertaining to the role, powers, duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager shall have the right to declare that such amendments constitute termination from the effective date of such amendments. Termination pursuant to this section 7(d) shall constitute a termination without cause for purposes of entitlement to severance benefits under section 8 (b).

e. Termination shall occur when the City/ County breaches a material provision of the Employment Agreement and fails, within thirty (30) days after written notice has been given by the Manager to the Commission to comply with any provision of this Agreement.

f. The Agreement shall not be construed to create anything other than a terminable at will employment relationship between City/ County and Manager. The Manager may terminate with the City/ County by directing written notice of termination to the City/ County by certified or registered mail, returned receipt requested or by filing with the City/ County Clerk with a copy to the Mayor/ Commission Chair. In the event of such termination, Employee shall not be entitled to receive the severance pay provided for in the Employment Agreement.

8. Severance.

a. The Employment Agreement shall immediately terminate, and Manager shall not be entitled to the severance benefits if the Manager is convicted, pleads no contest to, or receives a withhold of adjudication for a felony or crime involving moral turpitude or dishonesty, or if he/she acts with gross misfeasance or malfeasance or otherwise is guilty of gross misconduct which constitutes conduct demonstrating willful or wanton disregard of the City's/County's interests, a deliberate violation or disregard of the standards of behavior to which the City/ County has a right to expect of Manager, carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil design, or shows an intentional and substantial disregard of the City's/ County's interests or of Manager's duties and obligations to the City/County, including but not limited to conduct resulting in material harm to the City/County, willful neglect or failure to perform his or her duties, gross insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as it may be amended from time to time, or acts of dishonesty. For termination due to the reasons stated pursuant to this section/provision of the Employment Agreement, the Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued vacation time.

b. Pursuant to the provisions of the City/ County Charter, the City/ County may by majority vote of the Commission with or without cause remove the Manager from office in accordance with Section _____ of the City/ County Charter. If the Manager is terminated without cause, as defined in Section 215.425 (4)(a) 1 Florida Statutes, he/ she shall receive twenty (20) weeks of pay equal to his then-current salary and earned and unused vacation, and retirement benefits. During the severance period, Manager will also continue to be enrolled in his City's/ County's Health Insurance Plan with Employer and Employee contributions unchanged. If the Manager resigns or is terminated with cause for misconduct, as defined in Section 443 036(30) Florida Statutes, the City/ County shall not be obligated to pay severance and related benefits.

c. If the Employment Agreement is terminated by City/ County and the Manager is entitled to severance benefits, Manager must execute a general and full release releasing the City/County, its officials, officers, employees, attorneys, and agents from any and all obligations, claims or liabilities

arising out of Manager's employment with the City/County, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If the Manager refuses to execute said release, the City/ County may seek specific performance of the Employment Agreement and injunctive relief requiring the Employee to sign said release, amongst its available remedies. Said release shall not release the City/ County from its obligations to indemnify the Manager under the Indemnification & Bonding section of the Employment Agreement.

9. Resignation. In the event the Manager voluntarily resigns his/ her position, he/ she shall give thirty (30) days advance written notice of his/ her resignation, unless the parties otherwise agree, in writing. If the Manager voluntarily resigns, he/ she shall be entitled only to his/ her accrued vacation leave and no other benefits as provided pursuant to the Severance provision of the Employment Agreement.

10. Retirement, Deferred Compensation.

a. The City/ County agrees to execute all necessary agreements for the Manager's participation in the 401(a) retirement plan for Executive Management employees and the 457 Deferred Compensation Plan. In addition to the Manager's base salary paid by the City/ County to the Manager, the City/ County agrees to pay, on behalf of the Manager, an amount equal to, but not less than, a total of ___ percent (___%) of Manager's base salary into the 401(a) retirement plan, in equal proportionate amounts each pay period. The Manager shall be required to contribute ___ percent (___%) of the Manager's current base salary annually on a pre-tax basis as a condition of participation. The City/ County shall disclose to the Manager the financial impact of any amendment to the terms of the Manager's retirement benefits.

The City/ County agrees to execute all necessary agreements for the Manager's participation in the City's/ County's 401(a) plan to reflect the following vesting schedule (for the City's portion of contributions) is as follows:

i. After completion of the 1st year of employment: ___%

ii. After completion of the 2nd year of employment: ___%

c. The City/ County has also adopted a qualified 457 defined contribution plan to which the Manager may voluntarily contribute on a pre-tax basis, subject to maximum contribution limits established by the Internal Revenue System.

d. It is noted that the City/ County also participates in the Federal Social Security System with associated Employee and Employer required contributions

11. Insurance & Benefits:

a. The City/ County shall provide full major-medical insurance and other benefits and coverage for the Manager and dependents at the same options and costs as provided for other City/ County non-

represented employees. Coverage will commence on the 1st of the month following the Manager's initial thirty (30) days of employment.

b. The City/ County shall provide the Manager with life insurance as provided other City/ County non- represented Employees. The life insurance policy premium shall be paid 100% by the City/ County with insured amount equal to one time (1X) the Manager's base salary, rounded up to the nearest \$500.00, up to a maximum policy limit of \$_____.

c. The City/ County shall provide the Manager with all other benefits as provided to other non-represented Employees.

d. The Manager shall receive \$_____ per pay period (\$_____ annually) as Personal Insurance Credit (PIC) to be used towards the purchase of Manager's selected City/County-provided health insurance plan. Said amount shall be adjusted upward to be consistent with any increases approved for non-represented employees.

12. Vacation and Sick Leave.

a. The Manager shall be provided with vacation leave in accordance with the policies applicable to all City/ County employees and shall be credited with _____ weeks of front-loaded vacation pay upon commencement of employment. The Manager shall also accrue vacation leave at the rate of _____ hours per pay period (equates to _____ weeks annually) commencing on his/ her first date of employment for his/ her first year of employment. Following the completion of the Manager's initial year of employment, he/ she shall accrue vacation leave at the rate of _____ hours per pay period (equates to _____ weeks annually). Upon termination, whether voluntary or involuntary, Manager shall be entitled to compensation for all accumulated and unused vacation leave.

b. Per City/ County Personnel Policy, Manager's vacation pay accrual is subject to a maximum of _____ hours. After five years of employment with the City/County, Manager may convert/cash out up to _____ hours of vacation pay one time per fiscal year, provided they have taken at least _____ hours in the previous 12 months.

c. The Manager shall be provided with sick leave as provided for other non-represented City/ County Employees, accrued at _____ hours per pay period. (_____ hours per year). Per City/ County Personnel Policy, there is a cap of _____ hours on sick leave.

d. Upon termination, whether voluntary or involuntary, the City/ County shall compensate the Manager for all accrued vacation leave. Said compensation shall be based upon the Employee's salary as of the date of employment termination.

e. Holidays are established in the City's/ County's Personnel Policy Manual. As of the date of this Agreement, there are _____ designated holidays plus birthday/ floating holiday.

13. Other Terms and Conditions of Employment:

a. The Commission shall fix any other terms and conditions of employment, as it may determine, from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Employment Agreement, the City/ County Charter, the Code of Ordinances, as they may be amended from time to time, Dr any other applicable law.

b. All benefits, regulations, and rules of the City/ County as they now exist or hereafter may be amended, that apply to non-represented City/ County employees shall also apply to Manager, unless the Employment Agreement specifically provides to the contrary.

c. It is recognized that the Manager must devote a great deal of time outside normal office hours to business for the City/County, and to that end Manager shall be allowed to establish an appropriate work schedule.

d. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City/ County and the community, the Manager may elect to accept limited teaching, consulting, or other business opportunities with prior approval of the Commission with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Agreement.

e. Vehicle Allowance. Manager to receive \$_____ per month for expenses, including maintenance, repairs, gasoline, and insurance associated with his use of his/ her own vehicle within the City/ County(and, in lieu of mileage expenses, within the State of Florida). Manager shall maintain his/ her own vehicle insurance in an amount not less than \$_____ dollars per claim, and \$_____ dollars per incident. Said insurance shall be with a company acceptable to the City/ County and shall not be construed or constitute a waiver to the City's/ County's sovereign immunity protection.

f. Cell Phone. Manager will be issued a cell phone with phone and data plan fully paid by the City/ County for the Manager's use for City/ County business.

14. Housing Relocation. Pursuant to the City/ County Charter, the Manager need not be a resident of the City/ County or state at the time of appointment but shall reside in the City/ County while in office. It is understood that the Manager will be initially moving to _____ individually, with his/ her family relocating later to allow his/ her children to complete their academic year in their present schools. Manager will have three (3) months to find housing within the corporate boundaries of _____ and shall thereafter maintain his/ her legal domicile within the corporate boundaries of _____ throughout his tenure. The City/ County will provide the Manager a one-time payment for the cost of the Manager's relocation of his household within the City's/ County's corporate limits within twelve (12 months) of appointment. Manager to secure quotes from moving companies to determine a

reasonable lump sum amount (to be determined closer to the move date) which will be provided to the Manager to use for relocation purposes.

15. Travel Expenses. The City/ County will provide the Manager a one-time payment for travel expenses in the amount of \$_____.

16. Dues & Subscriptions.

a. The City/ County agrees to budget and to pay for professional dues and subscriptions of the Manager necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of the City/County. Manager must become and remain a continuous member in good standing with both the International City/ County Management Association (ICMA) and the Florida City/ County Management Association (FCCMA) throughout his tenure with the City/County.

b. The City/ County recognizes the desirability of representation in and before local civic and other organizations and agrees to budget and to pay for the Manager's membership in such civic clubs and organizations as City/ County deems necessary and desirable.

17. Professional Development. The City/ County hereby agrees to budget for and to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City/County, including but not limited to the annual conference of the Florida City and County Management Association (FCCMA), the International City/ County Management Association (ICMA), and such other national, regional, state and local government groups and committee of which the Manager is a member. The City/ County also agrees to budget and to pay for the Manager's travel and subsistence expenses for short courses, institutes and seminars that are necessary for his/ her professional development and for the good of the City/County.

18. Ethical Commitments. Manager shall not engage in any conduct which could reflect unfavorably upon the City/County, Manager will at all times uphold the ethics rules, regulations, and laws of the State of Florida. Manager must comply with all lawful Commission directives; state, local, and federal laws; and the City's/ County's policies, rules, ordinances; and City/ County Charter. Failure to comply with ethical commitments shall constitute cause for termination with cause.

19. Indemnification, Bonding.

a. The City/ County shall furnish and provide the Manager with insurance protection including comprehensive general liability and errors and omissions coverage applicable to all acts or omission of the Employee arising out of his employment, and will defend, save harmless, and indemnify the Employee against any tort, professional liability claim or demand, or other legal action arising out of an

alleged act or omission occurring in their performance of the Employee' s duties, excluding Illegal or criminal acts, except as/otherwise expressly stated herein.

b. City/ County shall defend, save harmless, and indemnify Manager against any tort, professional liability claim or demand, or other legal or administrative, action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of Manager's duties as City/ County Manager unless it is determined that the Manager acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City/ County shall pay the expenses for the travel, lodging meals, and lost time of the Manager should the Manager be subject to such claim, demand, or action, and the same be pending after the Manager is no longer in the employment of the City/County.

c. The City/ County shall be responsible and have authority to compromise and settle any such clam or suit and pay the amount of any defense, settlement, or judgement rendered thereon. The Manager shall cooperate fully with the City/ County in the settlement, compromise, or trial of any such claim. The provisions of any City/ County policy or ordinance regarding the indemnification of the City's/ County's officials or employees shall apply to the indemnification of the) Manager to the extent the policy or ordinance does not conflict with the appropriate indemnification section of the Employment Agreement.

Agreed to on (Date _____, 202_).

Manager

City/ County of _____

Mayor/ Commission Chair

City/ County of _____

City/ County Clerk
