

## CITY MANAGER EMPLOYMENT AGREEMENT

**THIS AGREEMENT** is made and entered into on the 19th day of March, 2019 (“Effective Date”), by and between the City of New Port Richey, Florida, a Florida municipal corporation, (“City”) and Debbie L. Manns, an individual, (“Employee”) pursuant to the following terms and conditions:

### WITNESSETH:

**WHEREAS**, City desires to continue to employ the services of Employee as City Manager as provided by Article III of the New Port Richey City Charter (“City Charter”); and

**WHEREAS**, City desires to provide certain benefits and to establish certain conditions of Employee’s employment; and

**WHEREAS**, Employee desires to continue employment as City Manager.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### SECTION 1: DUTIES

A. City hereby continues its appointment of Employee as its City Manager to exercise the executive responsibilities and duties as prescribed by the City Charter and City Code, and to perform all other legally permissible and proper duties and functions as the City Council may from time to time assign. Employee agrees to continue to accept the appointment as City Manager and agrees to exercise her best efforts in performing said duties.

B. Employee shall reside within the city limits at all times during the term(s) of this Agreement.

### SECTION 2: TERM OF AGREEMENT

A. Employee’s appointment as City Manager shall continue until June 2, 2024 at 12:00am (“Current Term”) subject to Sections 3, 4, 5, and 6 of this Agreement.

B. In the event sixty (60) days’ written notice of termination is not given by either party to this Agreement to the other prior to the expiration of the Current Term, this Agreement shall be automatically extended on the same terms and conditions as herein provided for an additional period of one (1) year (each additional one year period shall be referred to as a “Renewal Term”). This Agreement shall continue thereafter for periods of one (1) year unless either party hereto gives written notice of termination at least sixty (60) days’ prior to the expiration of the

applicable Renewal Term. Upon mutual written agreement of both parties, the length of the Renewal Term(s) may be modified.

### **SECTION 3: TERMINATION AND SEVERANCE PAY**

- A. Pursuant to Section 3.01 of the City Charter, Employee serves at the pleasure and discretion of the City Council. This Agreement may be terminated at any time without cause by City. Employee recognizes and acknowledges that she is an employee at will, she has no property right in the position of City Manager, and that this Agreement provides any and all remedies available to Employee in the event it is terminated.
- B. In the event the City terminates Employee prior to the expiration of the Current Term and during such time as Employee is willing and able to perform the duties of City Manager, Employee shall be entitled to receive her then current salary and benefits ("Severance Pay") for sixteen (16) weeks immediately after her termination. However, if Employee is terminated for misconduct as defined in Section 443.036(29), Florida Statutes, as may be amended from time to time, Employee shall not receive any Severance Pay. For purposes of this Section, salary means the actual or constructive compensation for employment services yet to be rendered but does not include earned and accrued annual, sick, compensatory, or administrative leave. Benefits includes all benefits described in Section 10(A) below but shall not include contributions to the 401a plan referenced in Section 10(B) below.
- C. In the event City elects not to renew this Agreement at the end of the Current Term, or any Renewal Term thereafter, Employee shall be entitled to Severance Pay for sixteen (16) weeks following the expiration of the applicable Initial Term or Renewal Term, except and unless this Agreement is not renewed for Employee's misconduct as defined in Section 443.036(29), Florida Statutes, as may be amended from time to time.
- D. If Employee is terminated by City, and Employee is entitled to Severance Pay under this Section, Employee shall execute a general and full release, releasing the City, its officials, officers, employees, attorneys and agents from any and all obligations, claims, or liabilities arising out of Employee's employment with City, including but not limited to claims for wrongful termination, discrimination of any kind and defamation. If Employee refuses to execute said release, City may seek specific performance of this Agreement and injunctive relief requiring Employee to sign said release, amongst its available remedies. Said release shall not release City from its obligations to indemnify Employee under Section 13.
- E. Should the City Charter be amended to provide for an elected executive rather than the presently appointed City Manager, then Employee may, at her option, by written notice to the City Council within fifteen (15) days of the effective date of such City Charter amendment, notify the City Council that she has elected to consider her employment to have been terminated as of the date the elected executive takes office. Employee shall be entitled to

Severance Pay for sixteen (16) weeks immediately following the date the elected executive takes office.

F. This Agreement and therefore, Employee's appointment, shall terminate immediately upon the conviction of Employee of a felony or crime involving moral turpitude or dishonesty; upon a finding that Employee committed an ethical violation by a court, administrative proceeding, the State of Florida Ethics Commission, or other body or court of competent jurisdiction; or upon other actions constituting gross misfeasance, malfeasance, gross incompetence, or illegal act involving personal gain in conjunction with Employee's position as City manager. In the event this Agreement terminates as a result of this provision, Employee shall not be entitled to any Severance Pay as provided in this Section.

#### **SECTION 4: RESIGNATION**

In the event Employee voluntarily resigns her position with the City, Employee shall give City sixty (60) days' prior written notice, and Employee shall not be entitled to any Severance Pay.

#### **SECTION 5: DISABILITY**

If Employee is unable to perform her duties for any reason excluding death, including, but not limited to, sickness, accident, injury, or mental incapacity for a period of four (4) successive weeks beyond any accrued leave, City may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, City shall pay Employee all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of such termination, and Employee shall not be entitled to any Severance Pay. City shall have no other liability to Employee, her estate, heirs, or beneficiaries.

#### **SECTION 6: DEATH**

This Agreement shall be terminated by the death of Employee, as of the date of death. In the event of Employee's death, City shall pay a designated beneficiary of Employee or her estate all accrued compensation and benefits due Employee under this Agreement within ten (10) working days of Employee's death, and Employee's beneficiaries or estate shall not be entitled to Severance Pay. The City shall have no other liability to Employee, her estate, heirs, or beneficiaries.

#### **SECTION 7: SALARY**

A. City agrees to pay Employee for her services as City Manager an annual salary of One Hundred Twenty One Thousand Eight and 00/100 U.S. Dollars (\$122,970.00), which shall be paid on a pro-rata basis, payable on a bi-weekly pay schedule, as is applicable to all other City employees. Employee shall be entitled to an increase in compensation as determined by the City Council upon each yearly anniversary date of this Agreement as a result of a performance

evaluation administered by the City Council. Such evaluation shall be in accordance with criteria established between City and Employee, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, and directives and guidelines established by the City Council. The City Council shall review Employee's performance evaluation and determine Employee's increase, if any, no later than April 1 of each year during the Current Term and any Renewal Term. Any approved increase shall be effective as of Employee's yearly anniversary date, on the following June 2<sup>nd</sup>.

B. In addition to the base salary set forth in Section 7(A) above, Employee shall be paid a monthly automobile allowance of Five Hundred U.S. Dollars and 00/100 (\$500.00) per month. Such automobile allowance amount may be increased by the City Council and any such increase shall be evidenced by mutual written consent and appended to this Agreement.

#### **SECTION 8: CELL PHONE REIMBURSEMENT**

The City agrees to provide Employee with a cellular telephone to aid in performance of her duties as City Manager.

#### **SECTION 9: VACATION, SICK, AND PERSONAL LEAVE**

A. Employee shall be entitled to sick leave, personal leave and floating holidays at the same rate and accrual established by City's policies and schedule governing all other employees. Employee began employment with an automatic accrual of eighteen (18) vacation days. Each year thereafter upon her anniversary date eighteen (18) vacation days has and will be awarded. Upon termination of this Agreement, however terminated, Employee shall be paid 100% of all unused vacation leave and floating holidays, up to a total of forty-five (45) days.

#### **SECTION 10: BENEFITS**

A. Employee shall be entitled to any benefits, including health and life insurance coverage, afforded to other employees of City. Said coverage shall commence with the execution of this Agreement and as allowed under City's agreement with its insurance providers.

B. Employee may enroll in the retirement plan of her choosing, including but not limited to 401(k), annuity, or the Florida Retirement System. Upon such enrollment, City shall contribute an amount equal to the employer's contribution for Senior Management Class under the Florida Retirement System toward Employee's retirement. Nothing contained herein and no selection of any particular retirement plan shall be construed as an obligation or agreement of City to contribute more than an amount equal to the employer's contribution for Senior Management Class under the Florida Retirement System.

#### **SECTION 11: PROFESSIONAL DEVELOPMENT**

A. City agrees to budget and pay for the reasonable professional dues and subscriptions necessary for Employee's continuation in national, state and local professional organizations necessary and desirable for her continued professional participation and growth and for the good of the City including, but not limited to, the Rotary Club of New Port Richey.

B. City hereby agrees to budget and to pay the program cost, travel and subsistence expenses of Employee for reasonable professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to pursue necessary official functions of City including, but not limited to, attendance at annual and other short courses and seminars, such as the ICMA Annual Conference and the Florida City Managers Association's Annual Conference.

### **SECTION 12: HOURS OF WORK**

It is recognized that Employee will often be required to devote considerably more hours to her position than other employees, and that Employee will devote a great deal of time outside the normal hours of business toward the business affairs of City. Working hours will be flexible to accommodate the requirements and practices of the City Manager position, but generally Employee shall work during normal City business hours, excluding City recognized holidays, vacation leave or other leave in accordance with this Agreement or the applicable City policy. The concept of "overtime" is not applicable to the position of City Manager. No compensation shall be paid for overtime and compensatory time off will not be a matter of right based upon particular evening requirements or demanding projects. However, occasional time away from the office will be recognized as consistent with the nature of the professional position.

### **SECTION 13: INDEMNIFICATION AND INSURANCE**

A. In addition to that required under state and local law, City shall defend, save harmless, and indemnify Employee against any tort action arising out of an alleged act or omission of Employee in the performance of Employee's duties as City Manager, only to the extent such act or omission was not performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

B. City will procure and maintain professional liability and errors and omissions insurance coverage on Employee, covering acts or omissions occurring in the performance of Employee's duties as City Manager. Such coverage may not cover acts or omissions performed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Said insurance policies shall carry limits of liability as City may set and determine from time to time.

### **SECTION 14: BONDING**

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

**SECTION 15: GENERAL PROVISIONS**

A. The text herein shall constitute the entire agreement between the parties. This Agreement may only be amended in writing signed by both parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of Employee.

C. If any provision or any portion thereof contained in this Agreement is held unconstitutional, illegal, invalid, or unenforceable, by a court of competent jurisdiction, such part shall be considered separate and severable from the rest of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

D. Notice required or given pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, return receipt request addressed as follows:

CITY: Mayor and City Council  
City of New Port Richey  
5919 Main Street  
New Port Richey, FL 34652

EMPLOYEE: Debbie L. Manns  
City Manager

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Either party may change the address stated herein for purposes of notice by giving written notice to the other party in accordance with the requirements of this section.

E. The City Council, in consultation with Employee shall set any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the City Code, or any other applicable law.

G. All provisions of the City Charter, and regulations and rules of the City relating to vacation and other leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Employee, except as herein provided.

H. The waiver by either party of a breach of any provision of this Agreement by the other shall only be valid if set forth in writing signed by the waiving party and shall not operate or be construed as a waiver of any subsequent breach by that party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

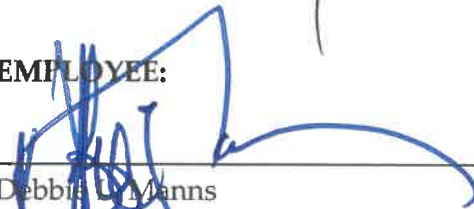
**ATTEST:**

  
\_\_\_\_\_  
Judy Meyers, City Clerk

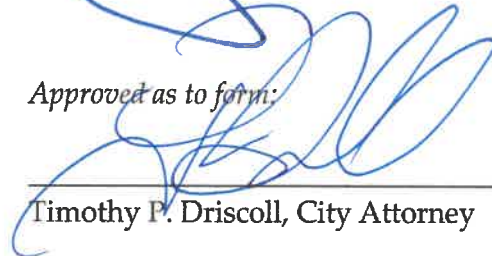
**CITY OF NEW PORT RICHEY:**

  
\_\_\_\_\_  
Mayor Rob Marlowe

**EMPLOYEE:**

  
\_\_\_\_\_  
Debbie L. Manns

*Approved as to form:*

  
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Timothy P. Driscoll, City Attorney

