

~~DRAFT FOR REVIEW ONLY~~

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 2nd day of June, 2003, by and between the City of Naples, Florida, a Florida Municipal Corporation, hereinafter called the "City", and Robert E. Lee, D.P.A., hereinafter called the "Employee" :

WITNESSETH:

WHEREAS, the City desires to employ the services of the Employee as the City Manager of the City; and,

WHEREAS, the Charter of the City, Article 3, sets out the qualifications, salary, removal, powers and duties and absence of the City Manager; and

WHEREAS, it is the desire of the City Council to provide certain benefits to, establish certain conditions of employment for, and to establish working conditions of the Employee; and,

WHEREAS, the Employee desires to accept the employment as the City Manager of the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

The City hereby agrees to employ the Employee as the City Manager, to perform the functions and duties specified in the City Charter and this Agreement and to perform such other legally permissible and proper duties and functions as the Council may from time to time assign.

Section 2. Term

This Agreement shall be of a continuing nature and for an indeterminate term, provided, however, that:

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, subject only to the provisions set forth in the Charter and Section 3 of this Agreement.

B. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right

of the Employee to resign at any time from the Employee's position with the City, subject only to the provisions set forth in this Agreement.

C. This Agreement shall be effective upon its execution by both parties.

D. The Employee shall report for duty as the City Manager of the City not later than June 30 , 2003.

E. If the Employee voluntarily resigns the Employee's position with the City, then the Employee shall give the Council 60 days written notice in advance. The City Council, by majority action, may waive this requirement.

Section 3. Termination and Severance Pay

A. If the Employee is terminated by the Council during such time that the Employee is willing and able to perform the duties of the City Manager, except as provided in paragraph C., then the City will pay the Employee severance pay as provided in paragraph B. ~~-B-~~ of this section.

B. In the event of termination as provided in A above, the Employee shall be entitled to six (6) months salary and benefits to be paid on a monthly basis following the

Employee's termination. The benefits provided as part of termination shall be those benefits that the Employee has at the time of termination, but shall not include the provision of ~~an automobile or the~~ automobile expense allowance ~~or, a house or housing allowance,~~ nor shall it include the continued accrual of personal leave. The six (6) months salary and benefits shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable employment.

C. If the Employee is terminated because of the Employee's conviction of any illegal act ~~involving personal gain to the Employee,~~ then the City shall have no obligation to pay the severance designated in this section.

D. If the Employee is terminated due to the inability due to disability to perform the duties and functions of the position, the Employee shall be afforded the benefits of the City's Personal Leave Program until the Employee becomes eligible for long-term disability and then shall be paid long-term disability benefits in accordance with the City's disability program.

E. The City Council retains the authority to suspend the Employee, with or without pay, or to otherwise discipline the Employee in the same manner in which a department

director may be disciplined, except that any disciplinary action shall be taken only after notice and opportunity for a prompt hearing (i.e., within 14 days after notice) and prompt resolution of the matter by a vote of a majority of the City Council.

F. If the Council at any time during the employment of the Employee reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction ~~for as applied to department directors all the City employees~~; or if the City Council refuses, following written notice, to comply with any other provision benefiting the Employee; or the Employee resigns following a suggestion, whether formal or informal, by a majority of the City Council that the Employee resign; the Employee may at the Employee's option be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning and context of the herein severance pay provision.

Section 4. Salary

A. The City agrees to pay the Employee for the Employee's services rendered pursuant hereto a beginning base salary of \$10,400.00 per month, payable at the same time and the same manner as department directors. The base salary will be increased by \$400 per

month on December 30, 2003, subject to a satisfactory six-month evaluation.

~~B. At the conclusion of _____ month's employment with the City, the Employee B. then be entitled to the then most recent pay increase provided to department directors.~~

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~~C. In addition, -t~~The City agrees to increase the base salary and other benefits of the Employee in such amounts and to such an extent that the Council may determine that it is desirable to do so on the basis of an annual salary review of the Employee made at the same time as similar consideration is given ~~department directorsemployees generally.~~

Section 5. Automobile Expense

The City agrees to pay the Employee an automobile allowance of \$~~400.00~~ per month, payable in equal portions along with the Employee's regular paycheck. This shall cover all expenses of the employee relative to transportation ~~for City business~~, except that travel by the Employee on City business beyond 120 miles from ~~the Naples city limits~~ by car, shall be reimbursed additionally according to the City's scale of mileage payments.

Section 6. Residency; Housing

The Employee must become a legal resident of the City and maintain legal residency

during the term of this Agreement. The City agrees to pay the Employee a residency housing allowance of \$1,500.00 per month, payable in equal portions along with the Employee's regular paycheck, commencing upon the Employee's providing proof of residency.

Section 7. General Expenses

The City agrees to reimburse or to pay ordinary, reasonable and necessary expenses of a non-personal, job-affiliated nature incurred by the Employee, including dues, subscriptions and expenses related to professional development, upon receipt of a duly executed expense voucher, receipt or statement. Nothing in this paragraph shall prevent the Council from decreasing the amount budgeted for such purposes.

Section 8. Personal Leave

The Employee shall be credited with 25 workdays of personal leave (covering both sick leave and vacation) on the beginning date of the Employee's employment with the City and shall accrue further workdays in accordance with the City's Personal Leave policy as applied to department directors. If the City increases the amount of personal leave available to department directors in an amount or at accrual rate which is greater than that set forth

above, then the Employee shall be entitled to the benefits of such change. The Employee shall be permitted to carry over past the end of each fiscal year an amount as permitted in the City's Personal Leave Policy, or as approved by the Council.

Section 9. Life and Disability Insurance

A. The City agrees to pay the full amount of the premium for term life insurance coverage in an amount equal to 2 times the Employee's annual salary, rounded up to the next highest \$1,000, but not to exceed \$225,000.00~~225,000.~~. Additional coverage may be purchased at the Employee's expense in the same manner as for department directors.

B. The City agrees to pay the full amount of the premium for disability insurance in accordance with the disability insurance provided to department directors.

Section 10. Health and Dental Insurance

The City agrees to pay health and dental insurance for the Employee as with department directors. Coverage shall become effective the first day of the month following 90

days of employment.

Section 11. Retirement/Deferred Compensation

A. The City agrees to pay the Employee retirement benefits in the same manner and under the same conditions as those available to department directors.

B. In lieu of the benefit described in A. above, at the Employee's option, the City agrees to pay 7 % of the Employee's salary annually into an IRC Sec. 401 or 457 deferred compensation account selected by the Employee in the name of the Employee.

C. Employee shall be eligible to participate in the City's Voluntary Supplemental Retirement Plan in the same manner as department directors.

Section 12. Other Benefits

Except as specifically provided for herein, the Employee shall be provided at least the same benefits provided to executive management staff of the City.

Section 13. Moving Expenses

The City agrees to pay directly or reimburse the Employee for actual and reasonable moving expenses up to a maximum of \$10,000.00.

Section 14. Full Time Position

The duties of the Employee as the City Manager are expected to be full-time. The Employee shall not be permitted to engage in other gainful employment of any nature without prior approval of the City Council.

Section 15. Ethics; Conflict of Interest.

The Employee is subject to the provisions of Chapter 112, Florida Statutes, as well as the City of Naples Ethics ordinances, including without limitation the post-employment restrictions contained therein.

Section 16. Performance Evaluations

The City Council will evaluate the performance of the Employee each year. This review and evaluation shall follow criteria and procedures determined by Council. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance, strengths, and weaknesses, and to provide an opportunity for the Employee to take action to address weaknesses and areas needing improvement.

Section 17. Other Terms and Conditions of Employment

A. The City Council 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 Charter, or any other law.

B. All terms and conditions of employment not contained in this Agreement shall be extended to the Employee in the same manner that they are extended to other department directors.

IN WITNESS WHEREOF, the City of Naples, Florida, has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, on the indicated date(s).

Robert E. Lee, D.P.A.,
Employee

Bonnie R. MacKenzie
Mayor

Date _____

Date _____

Tara A. Norman, City Clerk

Witness: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Robert D. Pritt, City Attorney

6/2/03 5:25 p.m.