

AGREEMENT

This Agreement is entered into this 16th day of September 2021 by and between the CITY OF CLEARWATER, FLORIDA (hereinafter the "City"), and Jon Jennings (hereinafter the "Employee").

WHEREAS, the City Council selected Employee at a public meeting on September 3, 2021, to serve as City Manager; and

WHEREAS, it is the desire of the City Council that the City enter into this agreement to provide certain benefits, establish certain conditions of employment, and set working conditions of the Employee; and

WHEREAS, it is the desire of the City Council: (1) to secure and retain the services of Employee and provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services; and

WHEREAS, The Employee has the professional experience and qualifications in municipal management required to hold the position of City Manager and desires to hold the position under the terms and conditions herein; now therefore,

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

Section 1. Duties and Responsibilities.

(a) Employee agrees to serve as City Manager of the City of Clearwater and to fill the duties of that office as set forth in the City Code and City Charter and to perform such other legally permissible and proper duties and functions as City Council shall determine.

(b) Employee shall commence employment November 8th, 2021. This Agreement shall remain in effect until terminated by the City or by Employee as provided herein.

(c) Employee agrees to remain in the exclusive employ of the City and shall not engage in any other employment or business activity without specific prior approval of the City Council.

(d) Employee agrees to continually provide his best efforts to efficiently and effectively perform his duties in a professional manner, uphold the City regulations and policies, support the council/manager form of government as expressed in the City Charter, advance the mission statement values and principles of operation as adopted by the City Council, and abide by ethical standards of conduct including State

law, City Code and the Code of Ethics of the International City/County Management Association.

(e) Employee shall establish and maintain residency within the City within one year of date of employment.

Section 2. Term.

(a) Employee serves at will at the pleasure of the City Council. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time in accordance with the applicable provisions of the City Charter.

(b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time.

(c) Nothing in this agreement shall be construed to establish a fixed term of office.

Section 3. Salary and Other Benefits.

(a) The City agrees to pay Employee for his services pursuant hereto an annual base salary of \$230,000 made payable in biweekly installments beginning November 8th, 2021, with a review of salary and benefits annually in October of each year beginning in 2022.

(b) The City agrees to contribute an amount equal to 15 percent of Employee's annual base salary to the City's Money Purchase Pension Plan on behalf of Employee, such contributions to be made on a pro rata biweekly basis.

(c) Employee shall be covered by federal social security.

(d) Employee shall be provided the following benefits at City's cost and expense:

1. Coverage under the City's hospitalization, major medical, and dental programs with the City paying the cost for Employee coverage. This program may at times have multiple plan options for Employee. Employee may include dependent coverage under the program at the city employee group rate if desired and subject to such limitations and available options as provided in such program.

2. Employee will be provided with eleven paid holidays each year taken in accordance with practices utilized for other executive/managerial personnel.

3. The City agrees to pay the reasonable dues and subscriptions

of Employee necessary for full participation in national, regional, state and local associations and organizations necessary and desirable for the good of the City.

4. The City agrees to pay travel and subsistence expenses of Employee for professional and official travel as provided by City policy.

5. Employee will be provided with a \$600.00 per month car allowance.

6. Employee shall be given "general leave" in lieu of vacation, sick leave, and floating holidays at a rate of 35 days per year to be accrued biweekly beginning on November 8th, 2021. Accumulation of general leave shall be capped at 120 days. When Employee reaches the cap, the City Council agrees to consider an increase to the cap or buyback of leave.

7. Employee will be provided life and disability insurance as is provided to City managerial and executive (SAMP) employees.

8. Employee will be reimbursed up to \$35,000 as follows: a) up to \$25,000 for the actual and reasonable cost of moving, packing and storing expenses for the complete move of household goods, vehicles, and personal effects to the City of Clearwater. This shall include the cost of travel for up to three trips to Clearwater, including air fare, vehicle rental and hotel stays. Reimbursement of such actual and reasonable costs shall be made upon presentation of supporting documents. b) The amounts reimbursed shall be grossed up to provide for reimbursement of income tax withholding and social security tax withholding not to exceed \$10,000.

Section 4. Termination and Severance Pay.

(a) The City specifically agrees that because the City Manager is a full-time employee of the City, the sole remedy for any error, omission, negligence or the like of the City Manager is termination of employment, except as otherwise provided by state law.

(b) Employee agrees that because his continued employment as City Manager is solely at the discretion of the City Council, should employment be terminated by the City Council for any reason, Employee hereby expressly waives any right to seek redress in any manner except as herein provided.

(c) Termination Without Cause. In the event Employee is terminated by the City Council during such time that Employee is willing and able to perform the duties of City Manager and such termination is without cause, then in this event the City agrees to pay Employee on the last day of employment:

1. A lump sum cash payment equal to twenty (20) weeks aggregate salary at the rate in effect at the time of termination. (Aggregate salary shall include

the base compensation of Employee and the City's contribution to the Money Purchase Pension Plan. The City's Money Purchase Pension Plan payments that are due shall be deposited with the appropriate fund for the benefit of Employee.)

2. All accumulated and unused general leave (as herein defined) of Employee.

(d) Termination of Employee's agreement by the City within the meaning of this section shall mean any formal or informal action of the City Council requesting that he resign or dismissing him from his employment with the City. Employee may elect to treat as termination of his employment by the City, within the meaning of this section of the agreement, any other action of the City Council which eliminates or reduces benefits to which Employee is entitled under this Employment Agreement, the City Charter, or the City Code of Ordinances or the role of City Manager as defined in the Charter, in a greater percentage than an applicable across-the board reduction for other executive/managerial personnel of the City whose purpose is to induce Employee to terminate employment with the City.

(e) Termination Because of Illness or Injury. In the event Employee is terminated by the City Council or elects to resign his position because Employee is beset with any chronic, debilitating illness or injury which prevents Employee from undertaking or performing the responsibilities of the position of City Manager, then in that event the City Council agrees to pay Employee on the last day of employment:

1. A lump sum cash payment equal to twenty (20) weeks aggregate salary at the rate in effect at the time of termination. (Aggregate salary shall include the base compensation of Employee and the City's contribution to the Money Purchase Pension Plan. The City's Money Purchase Pension Plan contribution payments that are due shall be deposited with the appropriate fund for the benefit of Employee).

2. All accumulated and unused general leave of Employee.

(f) Termination for Cause. In the event Employee is terminated by the City Council for proper and just cause, including but not limited to misfeasance, malfeasance, neglect of duty, or conviction of a felony, Employee shall receive no severance pay but shall be paid only for any accrued and unused general leave.

(g) Voluntary Resignation. In the event Employee resigns to accept other employment or for reasons other than those enumerated above, Employee shall not receive any severance pay, but shall be paid for the accrued and unused general leave as of the effective date of the resignation. Employee agrees to inform the City Council in writing of voluntary resignation and shall provide at least two months' notice in advance unless Employee and City Council otherwise agree.

(h) In the event of termination as set forth herein other than a voluntary

resignation pursuant to Paragraph (g) above, the City agrees to continue paying its portion of medical insurance, including but not limited to, COBRA benefits for Employee only, for a period not to exceed the severance period provided herein. In the event that during such period Employee shall obtain other employment wherein such benefits are paid, the City's obligation to continue paying such medical and other insurance shall cease as of the effective date of such other insurance coverage or the end of the severance period, whichever comes first.

Section 5. Performance Evaluation.

(a) The City Council shall review Employee at least once annually in accordance with the City Charter. That review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. Said criteria may be added or deleted as the City Council may from time to time determine in consultation with Employee.

(b) Annually the City Council and Employee shall define such goals and performance objectives as they determine necessary for proper operation of the City and the attainment of the City Council's 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 limit as specified in the operating budget and capital improvements and appropriations provided.

(c) In effectuating the provisions of this section, the City Council and Employee mutually agree to abide by the provisions of the City Charter.

Section 6. Other Terms and Conditions of Employment.

(a) The City Council shall fix any such other reasonable terms and conditions of employment as it may determine from time to time regarding the performance of Employee provided such terms and conditions are not inconsistent or conflict with the provisions of this agreement, the City Charter or any other law.

(b) Employee agrees to attend the Clearwater City Council's 2021 trip to Philadelphia, September 10th through the 12th. City agrees to reimburse or pay directly the cost of travel.

Section 7. General Provisions.

(a) The members of the City Council and Employee agree to work in the spirit of open communication, cooperation, and an atmosphere of mutual trust and support to attain shared goals.

(b) The language of the City Charter as it may be amended from time to time with regard to the powers and duties of the City Manager is incorporated herein by reference. The text herein including the aforesaid provisions of the City

Charter and the City Code shall constitute the entire agreement between the parties.

(c) This Employment Agreement shall become effective as of November 8th, 2021, except as otherwise provided herein, and shall inure to the benefit of Employee, his heirs, and personal representatives.

(d) If any provision or portion thereof contained in this agreement is held to be unconstitutional or invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable and not be affected and shall remain in full force and effect.

(e) The City shall indemnify, defend and hold harmless Employee as provided in Chapter; 2, Article 2, Clearwater Code of Ordinances, as adopted on February 4, 1992.

Section 8. This agreement constitutes the entire agreement between the parties hereto as to the matters herein contained and shall not be modified in any respect except by an amendment in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 16th day of September 2021

CITY OF CLEARWATER, FLORIDA

By: _____
Frank Hibbard, Mayor

Approved as to form:

Attest:

Pamela K. Akin
City Attorney

Rosemarie Call
City Clerk

EMPLOYEE ACKNOWLEDGEMENT AND ACCEPTANCE:

Ja P. Jimp
Employee Name

September 8, 2021
Date Signed