



## **CITY MANAGER EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this effective on the 14<sup>th</sup> day of October 2013, by and between the City of Bunnell, a municipal corporation of the State of Florida (City) and Lawrence Williams (City Manager), as follows:

**WHEREAS**, the Mayor and City Commission are committed to the Commission/City Manager form of government and to the related duties and responsibilities of the Commission and the City Manager as described in the *City Charter*; and

**WHEREAS**, the City wishes to employ the services of Lawrence Williams as City Manager of the City of Bunnell, Florida; and

**WHEREAS**, it is the desire of the City to provide certain benefits, to establish certain conditions of employment, and to set working conditions of the City Manager while providing inducement for him to accept and remain in said employment; and

**WHEREAS**, the City Manager desires to accept employment as the City Manager of the City of Bunnell, Florida.

**NOW, THEREFORE**, in consideration of the mutual covenants and consideration herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **SECTION 1. Duties**

The City hereby agrees to employ the Lawrence Williams as the City Manager of the City of Bunnell to exercise the executive responsibilities and duties of local self-government not inconsistent with the *City Charter*, to perform the functions and duties specified in the *City Charter*, the City's Code Ordinances and other controlling law, and to perform other legally permissible and proper duties and functions as the City Commission shall, from time-to-time, assign.

## **SECTION 2. Term**

- A. The City Manager agrees to accept employment as the City Manager effective on October 14, 2013, and to continue services thereafter in accordance with this Agreement. In accordance with the provisions of the *City Charter*, this Agreement shall be in effect for an indeterminate term.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the City Manager at any time, subject only to the provision set forth in this Agreement and in the *City Charter*.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from the position of City Manager subject only to the provisions set forth in this Agreement.
- D. The City Manager agrees to remain in the exclusive employ of the City of Bunnell and to not become employed by any other employer until termination date, unless termination is affected as hereinafter provided. The term “employed” shall not be construed to include occasional teaching, writing or consulting performed on the City Manager’s time off, provided that the City is advised in writing of all such occasions, in advance.

## **SECTION 3. Termination and Severance**

The City Manager shall be eligible for severance pay subject to the following terms and conditions:

- A. In the event the City Manager is terminated by the Commission during such time the City Manager is willing and able to perform the duties of the City Manager position, then, and in that event, the City of Bunnell agrees to pay the City Manager a lump sum cash payment equal to three (3) months aggregate salary; provided, however, that in the event the City Manager is terminated because of his conviction of a felony or terminated for any act of moral turpitude, then, and in that event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph.
- B. In the event the City Manager voluntarily resigns his position with the City, then the City Manager shall not be eligible for severance pay unless the parties otherwise agree.

## **SECTION 4. Resignation**

In the event the City Manager voluntarily resigns his position with the City, then the City Manager shall give the City sixty (60) days written notice in advance, unless the parties agree otherwise.

## **SECTION 5. Disability**

If the City Manager is unable to perform his duties for any reason including, but not limited to, sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued personal leave, the City shall have the option to terminate this Agreement provided that such termination is in full compliance with applicable State and Federal laws.

## **SECTION 6. Salary and Evaluation**

The City agrees to initially pay the City Manager for his services pursuant hereto an annual base salary of Sixty-Eight Thousand Dollars (\$68,000) and cash payouts, payable in installments at the same time as other employees of the City are paid. The City Commission shall evaluate the City Manager annually and may consider upon each annual performance evaluation such salary, benefit and/or performance bonus increases, as it may deem appropriate. The parties shall mutually agree to the evaluation process that will be utilized. The process, at a minimum, shall include: (1) a written evaluation prepared by the City; (2) an opportunity for the parties to meet and discuss the evaluation; and (3) a presentation by the City of a written summary of the evaluation results. The formal written evaluation shall be delivered within thirty (30) days of the evaluation meeting. In addition, the City Manager shall receive an annual cost of living increase at the same time and in the same percentages as other City employees for the term of this Agreement and the term of any renewal hereof.

## **SECTION 7. Travel**

The City Manager will receive a gas allowance of \$200.00 per month.

## **SECTION 8. Vacation Leave**

At signature hereof, the City Manager shall be entitled to thirty (30) days of Personal Time Off (PTO) annually. The City Manager shall use no less than seven (7) days of personal leave each calendar year. Upon termination of employment, the City Manager shall be paid for all accrued leave not to exceed forty (40) days. In addition, the City Manager will receive all other leave benefits provided to staff.

## **SECTION 9. Insurance**

- A. The City agrees to provide directly to the City Manager annual health insurance and annual dental insurance as provided to other managerial employees of the City.
- B. The City agrees to indemnify, defend and hold the City Manager harmless from any and all claims that may arise out of the City Manager's employment with the City provided that the City Manager is acting within the scope, terms and conditions of his employment. To that end, the City shall provide insurance coverage to protect and defend the City Manager from and against tort, professional liability claims of demand

or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as the City Manager unless he acted in bad faith with malicious purpose or in a manner which exhibits wanton and willful disregard of human rights, safety or property. The City may compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered thereon. Nothing herein shall be construed to waive or extend the City's sovereign immunity limitation of liability.

- C. The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law ordination.

#### **SECTION 10. Professional Development**

The City Manager shall have an annual budget, not to exceed four thousand (\$4,000) dollars, for reasonable expenses associated with professional development unless otherwise approved by the City Commission.

#### **SECTION 11. Memberships**

The City agrees to budget and pay for the City Manager's memberships in the International City/County Managers Association (ICMA), the Florida City/County Manager's Association (FCCMA), and for related professional publications and for expenses relating to various professional conferences and training.

#### **SECTION 12. Business Expenses**

The City shall reimburse, or may pay directly, for all the City Manager's reasonable and necessary employment based expenses in accordance with the City's rules and regulations.

#### **SECTION 13. Retirement**

The City agrees to annually contribute, on behalf of the City Manager, the required Senior Management Service Class employee contribution to the Florida Retirement System.

#### **SECTION 14. Other Terms and Conditions**

- A. The City, in consultation with the City Manager, shall fix any such other terms and condition of employment, as it may determine from time-to-time, relating to performance of the City Manager provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the *City Charter* or any other controlling law.
- B. All provisions of the *City Charter*, *City's Code of Ordinances* and the regulations and rules of the City relating to leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they exist or hereinafter may be

amended, also shall apply to the City Manager as they would to other managerial employees of the City except as herein specially provided.

**SECTION 15. General Provisions**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the City Manager.
- C. This Agreement shall be effective upon execution.
- D. If any provisions, or any portion, thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Any notice required or permitted to be given under this Agreement shall be sufficient if hand delivered or sent by certified mail, return receipt requested, to his residence, in the case of the City Manager, or to its officers in the case of the City.

**IN WITNESS WHEREOF**, the City Commission of the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested, and the City Manager has executed this Agreement, both in duplicate, this 14<sup>th</sup> day of October, 2013.

**CITY MANAGER**

\_\_\_\_\_  
Lawrence Williams, City Manager

\_\_\_\_\_  
Date

**CITY OF BUNNELL, FLORIDA**

\_\_\_\_\_  
Catherine D. Robinson, Mayor

\_\_\_\_\_  
Date

**CITY ATTORNEY**

\_\_\_\_\_  
Raymond Branch, City Attorney

\_\_\_\_\_  
Date



**CITY OF BUNNELL**

<b>Job Title:</b>	City Manager	<b>Job Category:</b>	Executive
<b>Department/Group:</b>		<b>Job Code/ Req#:</b>	
<b>Location:</b>	City of Bunnell, FL	<b>Travel Required:</b>	As Needed
<b>Level/Salary Range:</b>		<b>Position Type:</b>	Salary, Exempt
<b>HR Contact:</b>		<b>Date posted:</b>	
<b>Will Train Applicant(s):</b>		<b>Posting Expires:</b>	
<b>External posting URL:</b>			
<b>Internal posting URL:</b>			
<b>Applications Accepted By:</b>			
Fax: 386-437-7503 <b>Attention:</b> HR Department		<b>Mail:</b> Human Resources City of Bunnell PO Box 756 Bunnell, FL 32110	
<b>Job Description</b>			
<p><b>Job Purpose:</b> "The City Manager shall monitor report on and make recommendations to the City Commission regarding the overall activities of the City such as, but not limited to, the City budget. The City Manager shall prepare a City budget and budgetary reports and deliver information to City personnel and the public regarding the fiscal state of the municipality. The City Manager shall supervise and manage all City employees and contractual personnel except for the City Attorney. The City Manager shall provide administrative oversight for all City departments and operations, aside from legal matters, and shall develop and maintain standards and policies across all City departments and direct internal City operations and external relations. The City Manager shall be responsible for addressing the concerns and requests of the citizens of Bunnell and bring such concerns to the City Commission for action as appropriate. The City Manager shall be responsible for implementing and overseeing City policies to ensure all procedural requirements are followed as required by controlling law. The City Manager shall be responsible for all aspects of intergovernmental relations and for bring appropriate matters before the City Commission for action. The City Manager shall ensure that each Member of the City Commission is equally briefed as to matters involving City government."</p> <p><b>This position reports to Mayor and City Commissioners.</b></p> <p>The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this classification. It is not necessarily descriptive of any one position in the class. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position</p> <p><b>Job Duties:</b></p> <ul style="list-style-type: none"> <li>• Responsible for budget management, department oversight, internal affairs and external relations</li> <li>• Monitor, report, and make recommendations regarding the city budget.</li> <li>• Work with the City Commission and heads of each department to make sure that city finances remain balanced</li> </ul>			



## CITY OF BUNNELL

- Prepare budget reports and deliver information to city leaders and the public regarding the fiscal state of the municipality
- Directs internal city operations and external relations
- Responsible for hearing the concerns and requests of the community and bringing them to the government
- Anticipate municipality needs and create programs to address them
- Responsible for implementing and overseeing policies to ensure all procedural requirements are followed. Based on research and community insight, they advise the city council and the mayor
- Represents the City's interests at federal, state, and regional meetings and conferences, as well as before state agencies, the Governor, and during legislative sessions
- Assists the City Council in the development of overall goals for the City of Bunnell, and develops and recommends qualitative and quantitative objectives for each major municipal program or department
- Develops, and submits for approval, an annual operating budget and a multi-year capital improvement schedule, as required, in order to maintain a sound fiscal position for the City.
- Oversees the development and implementation of short-term and longer-range programs and operational plans for achieving overall municipal goals Ensures key administrative staff establish and report on specific objectives for the programs or activities for which they are responsible.
- Provides periodic performance reports to the City Council in order to inform the Council of the City's progress in achieving overall goals and specific departmental objectives
- Provides the City Council with periodic financial status and forecast reports in order to inform the Council of revenue and expenditure needs.
- Develops, for approval, plans for maintaining an effective and efficient program of municipal operations, and structures the organization to most appropriately mobilize skills and resources to deliver services to the community, provide programs to meet community needs, and execute policy decisions of the Council.
- Assists in the development of municipal legislation required to meet the City's program and service needs and provides for the prompt execution of Council actions including enforcement of municipal laws and ordinances.
- Coordinates preparation of the City Council agendas with the City Clerk.
- Develops and maintains community support for the City's programs by periodically meeting with community leaders and the news media to discuss issues such as community relations, construction schedules, City finances, other problems, and opportunities for improvement.
- Appoints and removes all department heads and provides for the appointment of subordinate officers and employees of the City, subject to collective bargaining agreements.
- Develops directly or provides for the development of management personnel to ensure that qualified replacements are available when key administrative staff leave or retire.
- Administers the City's personnel system including classification, compensation, benefits, recruitment and selection, and personnel policies.
- Administers the City's utilities.
- Oversees the negotiation of labor contracts and agreements with employee associations and unions and administers the contracts subsequent to negotiation, including interpretation of the terms of the contracts.
- Informs the Council of programs and operational problems and seeks advice and counsel on possible solutions.
- Performs related duties as assigned.

### **KNOWLEDGE OF:**

- Principles and practices of city government management.
- Utilities management.
- City government structure, and functions; laws as they relate to city government.



**CITY OF BUNNELL**

- Principles and practices of local government budgeting and financial administration.
- Principles and practices of personnel management including labor relations.

**ABILITY TO:**

- Work with diverse community groups.
- Establish effective working relationships with the City Commission.
- Establish organizational priorities.
- Develop, motivate, and manage senior staff assigned to the various operating programs of the City.
- Execute governmental projects and programs in accordance with the policy of the City Council.
- Relate City and governmental programs and policies to social, environmental, political, and economic changes and needs within the community.
- Communicate effectively verbally, often before groups, and in writing.

**Educational Requirements:**

- Candidates should possess a Bachelor’s Degree in Public Administration, Business Administration, or a related field

**Professional Licenses:**

Must possess a valid Florida Driver’s License

**Work Environment: Normal Work Environment**

The City of Bunnell, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, The City of Bunnell, Florida will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Reviewed By Director:		Date:	
Approved By City Manager:		Date:	
Last Updated By:		Date/Time:	