



CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this effective on the 24th day of December 2015, by and between the City of Bunnell, a municipal corporation of the State of Florida (City) and Daniel E. Davis (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 Daniel E. Davis 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 Daniel E. Davis 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 December 24, 2015, 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 Five-Hundred Dollars (\$68,500) 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 ICMA-RC 401a Retirement Plan.

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 23rd day of December, 2015.

CITY MANAGER



Daniel E. Davis, City Manager

12/23/2015
Date

CITY OF BUNNELL, FLORIDA



Catherine D. Robinson, Mayor

12/23/2015
Date

CITY ATTORNEY



Wade Vose

12/23/2015
Date