

CITY MANAGER EMPLOYMENT AGREEMENT

Introduction

This Agreement, made and entered into this ____ day of _____, 2015, by and between the **City of Flagler Beach** a Florida municipal corporation, (hereinafter called "Employer") and **Larry Newsom**, (hereinafter called "Employee") an individual who has the experience in local government management, both of whom agree as follows:

Section 1: Term

The City Commission of the City of Flagler Beach may terminate Employee as provided in Section 3.02 of the City Charter. This City Manager Employment Agreement shall continue in effect unless terminated in accordance with such charter provision, or by operation of law or as otherwise set forth herein.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Manager to perform the functions and duties specified in the City Charter and City Code of Ordinances and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

Employer agrees to pay Employee an annual base salary of \$88,000, payable in installments at the same time the other management employees of Employer are paid. Employer may increase the compensation of Employee dependent upon the results of an annual performance evaluation conducted by the City Commission.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide and to pay the premiums for the maximum benefits for health, and life insurances available to Employee as a management employee of Employer, consistent with Employer's approved benefits package.

Section 5: Vacation, Annual Leave and Sick Leave

Employee shall be given all scheduled holidays allowed to other general employees.

Employee shall commence employment with 40 hours of annual leave and 32 hours of sick leave.

Employee shall accrue annual leave days at the maximum rate of 120 hours per year throughout the duration of this Agreement. Employee shall not use more than two (2) consecutive weeks of annual leave days during any year of his employment without the advance agreement of Employer to such use, or unless the result of an extenuating circumstance such as flight cancelation, sickness, weather delay, etcetera. Employee is entitled to carry over annual leave days from one year to the next up to a maximum of 100%

of Employee's annual accrual. The City Commission, by affirmative vote on a case by case basis may in its sole discretion allow Employee to carry over more than 100% of Employee's annual accrual from one year to the next.

Employee shall also accrue 8 hours per month of sick leave per each year of employment in accordance with the personnel policy manual of Employer, including any rollover and use limits placed thereon, as same may be amended by Employer from time to time. Said sick leave is not compensable upon Employee's cessation of employment with Employer for any reason.

Section 6: Automobile

Employer shall pay Employee an automobile allowance of \$200.00 per month. Employee will not reimburse Employee's mileage for any travel within 50 miles of City Hall. Employer shall reimburse Employee at the IRS standard mileage rate for any official business use of his personal vehicle for travel over 50 miles from City Hall. It is understood that the IRS standard mileage rate may go up or down as set by the IRS from time to time.

Section 7: Retirement

Employer shall contribute to an IRS 401(a) plan on behalf of Employee at the same percentage of salary that is contributed for other general employees of the City.

In addition to Employer's 401(a) contribution referenced above, Employer agrees to execute all necessary agreements or documents to allow Employee's participation or continuation in the Section 457 deferred compensation plan of Employee's choosing.

Section 8: Professional Development, Dues and Subscriptions; Cell Phone

Employer agrees to budget for and to pay for Employee's professional license fees and continuing professional education classes required for the Employee to maintain his professional license.

Additionally, Employer agrees to budget for and to pay the professional dues and subscriptions of Employee reasonably necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer, subject to the approval of the Employer and in accordance with City policies.

Employer also agrees to budget for and to pay for an e-mail capable, cell phone, and an appropriate data enabled monthly wireless service plan. However, Employee agrees that said phone shall not be utilized as his primary source of personal (non-work related) communication.

Section 9: Civic Club Memberships

Employee is authorized to become a member of a civic club or organization, for which Employer shall pay all reasonable dues (not including meal expenses). Employee shall not be reimbursed mileage to or from civic club meetings.

Section 10: No Reduction in Benefits

Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except in the case of such a reduction across the board for all department heads of Employer, and then only in the same proportion to those department heads.

Section 11: Parity in Benefits

Employee is entitled to any employment benefit which is now furnished to or is hereafter furnished to any City Department Head, not including items which are already covered by this Agreement.

Section 12: Termination

Any one of the following acts or events shall constitute termination of this Agreement and Employee's employment under it:

1. A vote of the City Commission, pursuant to City Charter Section 3.02. The parties hereto understand that no cause is required for a Charter Section 3.02 termination.
2. Final action by Employer, citizens or the Florida Legislature to amend any provisions of the City Charter, ordinances or other legislation governing the role, powers, duties, authority or responsibilities of Employee's position that substantially changes the form of government of the City. Under such circumstances, Employee shall have the right to declare that such amendments constitute termination, and his doing so will constitute termination of this Agreement.
3. Employee's written declaration of termination following a request for his resignation by Employer or an offer of Employer to accept his resignation.

Section 13: Severance

Severance shall only be paid to Employee if employment is terminated as defined in Section 12. If Employee is terminated as defined in Section 12, Employer shall provide severance payment equal to sixty 60 days ("the Severance Period") salary at the then current rate of pay.

As additional severance, Employee shall also be compensated for all accrued annual leave days.

For the Severance Period, Employer shall pay, as a lump sum, its normal Employer portion of Employee's health insurance for Employee and dependants, if any.

Severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. All required and applicable payroll deductions will be made from any such payment.

If Employee is terminated or separated from Employer for one or more of the following reasons, then Employer shall not be obligated to pay severance:

1. The commission by Employee of any embezzlement or other act of dishonesty toward the Employer;
2. The conviction, including by plea of no contest, of Employee for any felony;
3. Willful damaging of Employer's real or personal property;
4. Abuse of alcohol, narcotics or other controlled substances, including any conviction, including by plea of no contest, of Employee for operating a motor vehicle under the influence or for public intoxication;
5. Willfully causing physical injury to any other employee of Employer;
6. Determination by an independent third-party investigator appointed by Employer that Employee has committed sexual harassment of any other employee of Employer;
7. Any other act involving moral turpitude or that would tend to bring dishonor or embarrassment to Employer;
8. The death of Employee;
9. The physical or mental incapacity of Employee which renders him unable to perform his duties and which lasts for ninety (90) consecutive days.
10. Employee's decision to move from his current residence to somewhere other than within the City of Flagler Beach.

Section 14: Resignation

In the event that Employee voluntarily resigns his position with Employer for reasons other than being requested to do so by Employer, Employee shall provide a minimum of sixty (60) days notice unless the parties agree otherwise and shall not be entitled to any severance. In the event the parties agree to a shorter notification period for resignation, such agreement shall in no event be interpreted as Employer exercising a termination of Employee.

Section 15: Performance Evaluation

Employer shall annually review the performance of Employee subject to a process, form, criteria, and format for the evaluation which shall be determined by Employer. Employer shall make reasonable efforts to conduct this performance review in December of

each year or as soon thereafter as reasonably possible. At a minimum, the Employer shall consider the performance items included in Exhibit "A," attached hereto and incorporated herein. Any amendments to the process, form, criteria, and format shall be discussed with Employee at least 12 months prior to implementation.

Section 16: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule but must work a minimum of forty (40) hours per week unless on other approved leave.

Section 17: Outside Activities

The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may, upon the approval in advance of Employer, elect to accept teaching, consulting or other business opportunities with the understanding that such limited arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

Section 18: Indemnification

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employer may choose, in its sole discretion, the appropriate attorney or firm to represent Employee as provided herein.

Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit covered by this indemnity obligation. If Employee is a named party to any such litigation or claim, he shall have the right to decline to settle the litigation or claim as to himself, but in such event Employer shall have the right to opt to no longer defend and/or indemnify Employee.

Section 19: Bonding

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

Section 20: Other Terms and Conditions of Employment

Employer shall fix 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 or any other law.

Section 21: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO EMPLOYER: Mayor
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

TO EMPLOYEE: Larry Newsom

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: Residency

City Charter Section 3.01 requires the City Manager reside in the City of Flagler Beach. Employee shall within 90 days from the effective date of this Agreement to relocate to a permanent residence located within the City of Flagler Beach. The City Commission my affirmative vote may upon good cause shown extend this period for up to 90 days.

Section 23: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on _____, 2015.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

“EMPLOYER”

“EMPLOYEE”

City of Flagler Beach

Larry Newsom

Linda Provencher, Mayor

Larry Newsom

ATTEST:

Penny Overstreet, City Clerk

**CITY OF FLAGLER BEACH
PERFORMANCE EVALUATION**

CITY MANAGER

PURPOSE

The purpose of the employee performance evaluation and development report is to increase communication between the City Commission and the City Manager concerning the performance of the City Manager in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

The City Commission shall conduct an annual review and evaluation of the City Manager's work performance. The results of such evaluation shall commend areas of good performance and point out areas for improvement. It shall, also, be the basis for contract extension and compensation decisions.

1. Evaluation forms are distributed to all Elected Officials.
2. The City Manager prepares a memorandum to the Commission including his/her self-evaluation in a narrative format.
3. Each Commissioner completes the form, signs, dates and returns to the Mayor.
4. The Mayor tabulates the results of the evaluation forms. The Mayor and the Commission Chairman will summarize the results of the evaluation forms as submitted.
5. A composite evaluation form and the City Manager's self-evaluation are distributed to the Commission prior to the evaluation meeting.
6. The Commission meets with the City Manager in open hearing to review the evaluation.

INSTRUCTIONS

Review the City Manager's work performance for the entire period; to refrain from basing judgment on recent events or isolated incidents only. Disregard your general impression of the City Manager and concentrate on one factor at a time.

Evaluate the City Manager on the basis of standards you expect to be met for the job to which assigned considering the length of time in the job. Check the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate so in the "N/O" column next to the factor. An excel spreadsheet was e-mailed to you for tabulations. The form is formatted to calculate your entries for the weighted score for each section.

**CITY MANAGER
PERFORMANCE EVALUATION**

Rating Scale Definitions (1-5)

- | | |
|---------------------------------|---|
| Unsatisfactory (1) | The City Manager's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level can not be allowed to continue. |
| Improvement (2) | The City Manager's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance. |
| Meets Job Standards (3) | The City Manager's work performance consistently meets the standards of the position. |
| Exceeds Job Standard (4) | The City Manager's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance. |
| Outstanding (5) | The City Manager's work performance is consistently excellent when compared to the standards of the job. |

Note: This page and the following two pages are for review only, (Word documents will not calculate your rating's) the spread sheet will be emailed to you for calculating, if you do not have a version of excel compatible with this version (2010) please come into the Clerk's Office and use one of our computers.

1. PERFORMANCE EVALUATION AND ACHIEVEMENTS

City Manager

Annual Performance Review

1. Relationship with City Commission	Rating	Weight
A. Effectively implements policies and programs approved by the City Commission.		15%
B. Reporting to City Commission is timely, clear, concise and thorough.		
C. Accepts direction/instructions in a positive manner		
D. Effectively aids the City Commission in establishing long range goals		
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc		
F. Provides the City Commission with clear report of anticipated.		
G. Has an "open door policy" for Commissioners		
Composite Score		
Weighted Score		0

2. Public Relations	Rating	Weight
A. Projects a positive public image		10%
B. Is courteous to the public at all times		
C. Maintains effective relations with media representatives		
D. Responds to requests from the public in a timely manner		
Composite Score	0	
Weighted Score		0

3. Effective Leadership of Staff				20%
	A. Delegates appropriate responsibilities			
	B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support			
	C. Initiates programs to motivate staff			
	D. Initiates programs to enhance the Flagler Beach workplace			
	Composite Score	0		
	Weighted Score			0

4. Fiscal Management				20%
	A. Prepares realistic annual budget, which is easy to understand			
	B. Controls expenditures in accordance with approved budget			
	C. Keeps City Commission informed about revenues and expenditures, actual and projected			
	D. Ensures the budget addresses the goals and objectives, including readability			
	Composite Score	0		
	Weighted Score			0

5. Communication				15%
	A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations			
	B. Written communications are clear, timely, forthright and encourages feedback			
	Composite Score	0		
	Weighted Score			0

6. Personal Traits		10%
A. Initiative		
B. Openness: Encourages participation in decision making process.		
C. Fairness and Impartiality		
D. Creativity		
E. Visionary		
Composite Score	0	
Weighted Score		0

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed		
B. Financial resources (grants) from other agencies are pursued		
C. Contributions to good government through regular participation		
D. Lobbies effectively with legislators and State agencies		
Composite Score	0	
Weighted Score		0

0 100%

up to 29 Unsatisfactory
 30 to 58 Improvement Needed
 59 to 87 Meets Job Standards
 88 to 116 Exceeds Job Standard
 117 to 145 Outstanding

Note: Written comments should be submitted on a separate paper.(Please indicate item your comments are tied to.)

**CITY OF FLAGLER BEACH
2014-2015 STRATEGIC PRIORITIES**

GOAL AREA (What)	GOAL STATEMENT (How)	DEPARTMENT (Who)	DUE DATE (When)
FISCAL – Generate Additional Revenue	Develop criteria for evaluating use of City property for Special Events	Mayor Provencher	September 1, 2014
	Reevaluate the pier fee ordinance and develop rental fee table	Bruce C. Campbell, Penny Overstreet	December 30, 2014
	Consider the Parking Committee recommendation	City Commission	October 30, 2014
	Explore the use of the Council of Aging Facility for Flagler Beach residents	Bruce C. Campbell, Tom Gillin	December 30, 2014
	Staff to propose Utility and Stormwater Rate increases	Kathleen Doyle, Bob Smith and Liz Mathis	September 30, 2014
FISCAL – Cost Savings	Pension Reviews	Liz Mathis	June 30, 2015
	Water Loss Prevention	Bob Smith	Ongoing
	Continue to Develop Fund Balance Policy	Kathleen Doyle	June 30, 2015
ECONOMIC DEVELOPMENT	Monitor progress of the EDTF & prioritize projects	Commission	Quarterly Updates
	Remain involved in Flagler County's Economic Development process	City Commission and Bruce C. Campbell	Ongoing
	Staff to research and report annexation opportunities	Bruce C. Campbell, City Planner	December 31, 2014
	Review and Develop a incentive program in the CRA	EDTF	June 30, 2015
	Continue Business Ambassador Program	Bruce C. Campbell, Marshall Shupe	Ongoing
GROWTH MANAGEMENT	Approve Comprehensive Plan Update	City Commission	December 31, 2014
INFRASTRUCTURE & FACILITIES	Vacate and sell the Mosquito Control Building and property	Bruce C. Campbell	June 30, 2015
	Fill in the dead parking spaces within CRA streetscaped areas	Bob Smith	June 30, 2015
	Determine usage of 3600 S. Central Avenue	Bruce C. Campbell	June 30, 2015
	Pursue land for public parking	Bruce C. Campbell	Ongoing

	Pursue purchase of recommended Fire Equipment (Quint)	Bruce C. Campbell and Robert Pace	September 30, 2014
HUMAN RESOURCES	Maintain Training Budget	Bruce C. Campbell, City Manager	September 30, 2015
	Recruitment & Retention	Commission/Dept. Heads	Ongoing
	Ensure adequate Staffing in order to seize additional revenue opportunities	Bruce C. Campbell, City Commission	Ongoing
	Cross Training for critical staff	All Department Supervisors	Ongoing
TECHNOLOGY	Implement 3 year computer rotation	Penny Overstreet	December 1, 2014
NATURAL RESOURCE PROTECTION	Increase recycling at the Beach	Bruce C. Campbell,	Ongoing
	Beach Fencing/Vegetation	Bob Smith	Ongoing
	Park Maintenance & Improvement/ Identification of projected cost	Bob Smith	September 30, 2015
	Beach Management Plan	Kim Carney	September 31, 2014
INTERGOVERNMENTAL RELATIONSHIPS	Develop and maintain close relationships with State and Federal Legislators	Commissioners Bruce C. Campbell	Ongoing
PUBLIC SAFETY	ICS Training for all Commissioners & Staff to meet FEMA requirements	Commissioners	July 30, 2015
	Communicate to residents the value of services received from City of Flagler Beach Departments	Bruce C. Campbell	September 30, 2015

II. SUMMARY RATING

Overall Performance Rating – Considering the results obtained against established performance standards as well as overall job performance, the following rating is provided:

Unsatisfactory ___ Improvement ___ Meets Job ___ Exceeds Job ___ Outstanding ___
Needed Standards Standards

III. OBSERVATIONS

- Two things that the Manager does now that this Commission Member would like him/her to continue.
- Two things the Manager does that this Commission member would like him/her to discontinue or modify.
- Two things the Manager does not do now that this Commission member would like to see him/her do.

IV. FUTURE GOALS AND OBJECTIVES

- Specific goals and objectives to be achieved in the next evaluation period:

This evaluation has been reviewed and discussed between the City Commission and the City Manager on _____.

Commission _____ Concurrence

Chairman _____ Yes / No

Vice Chairman _____ Yes / No

Commissioner _____ Yes / No

Commissioner _____ Yes / No

Commissioner _____ Yes / No