

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into this _____ day of October, 2023, (“Agreement”) by and between the City of Belle Isle, a municipal corporation of the State of Florida, hereinafter referred to as "City," and RICK RUDOMETKIN, hereinafter as "Rudometkin," who agree as follows:

WITNESSETH:

WHEREAS the City desires to employ Rudometkin as City Manager of the City of Belle Isle, as provided by Article IV of the Charter of the City of Belle Isle and all other applicable ordinances and policies of the City of Belle Isle; and

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

SECTION 1. RESPONSIBILITIES

A. The City hereby agrees to employ Rudometkin as City Manager, who will serve as the Chief Administrative Officer of the City, to perform the functions and services as set forth in **Exhibit A**, pursuant to the laws of the State of Florida and the Charter, ordinances, and resolutions of the City of Belle Isle and to perform other legally permissible and proper duties and functions as the Council may from time to time assign. Pursuant to the City Charter, Rudometkin will serve subject to the direction and supervision of the City Council and hold the office as City Manager at the pleasure of the City Council. Only the City Council, acting as a body, may direct and supervise Rudometkin.

B. Rudometkin recognizes and understands that the position of City Manager shall require his full-time attention and accordingly agrees to devote all time necessary to fully discharge his duties. Rudometkin will remain in the exclusive employ of the City and may not accept other employment nor become employed by any other employer. Further, Rudometkin shall not accept any outside employment, consulting services, or any other engagement that would interfere in any way with the faithful performance of his services.

C. Employee shall comply with the International City/County Management Association ("ICMA") Code of Ethics as set forth in **Exhibit B** to this Agreement, which is hereby incorporated by this reference as though fully set forth herein, provided that the guideline under Item 7 of the Code addressing Elections will apply only to elections of the City of Belle Isle and Orange County.

D. Unless otherwise approved by the City, Rudometkin shall, within six (6) months of the date of this Agreement and thereafter while employed as the City Manager, establish, and maintain his primary and regular residence within the municipal limits of the City of Belle Isle (the “Primary Residency Requirement”). Not including PTO, the Primary Residency Requirement will require Rudometkin to live in a Belle Isle residential dwelling unit at least 80% of the time within a City fiscal year and to not use and occupy a secondary residence located outside of the municipal limits of the City of Belle Isle more than six weekends every three months. Rudometkin will use every

effort to expedite his relocation to the City of Belle Isle. Within six (6) months of the date of this Agreement, Rudometkin will deliver proof of satisfaction of this Primary Residency Requirement to the City Attorney who will make such appropriate determination if this Primary Residency Requirement is initially satisfied. After initial satisfaction, Rudometkin's ongoing compliance with the Primary Residency Requirement will be monitored and can be questioned by the City Council.

SECTION 2. HOURS OF WORK

Beginning January 1, 2024, Rudometkin will be expected to work full-time during each pay period of Rudometkin's tenure as City Manager. Within 2 weeks of the date of this Agreement, City shall provide Rudometkin with a cellular telephone (or reimburse Rudometkin up to \$125.00 per month for use of existing personal cellphone), desktop computer, iPad and/or laptop computer which Rudometkin will utilize to be available to conduct City business on a 24-hour per day basis.

Rudometkin is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote time outside the normal office hours to the business of the City as necessary or may be desired. Rudometkin acknowledges that proper performance of the duties of the City Manager will require Rudometkin to (i) generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, as set by the City and as may be duly revised from time-to-time by the City) less a reasonable lunch period, and (ii) often be available for the performance of services outside of normal business hours. Rudometkin's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA"), and Rudometkin will not be entitled to any compensation for overtime nor subject to the overtime provisions of the FLSA.

SECTION 3. TERM

A. Effective October 31, 2023, City appoints Rudometkin to serve as City Manager for an indefinite period of time to be reviewed annually. It is the responsibility of the City Council to evaluate Rudometkin in accordance with the evaluation procedure(s) outlined in the CITY's Personnel Manual, City Council Rules of Procedure, and City Manager Job Description attached hereto and incorporated herein as **Exhibit A**.

B. The Term of this Agreement shall commence on October 31, 2023 after the execution of this Agreement by both parties and shall continue in effect until terminated pursuant to Section 11 or 12 of this Agreement.

C. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement and the employment of Rudometkin at any time, subject only to the provisions set forth in the City Charter and Section 9 of this Agreement as such relates to amounts to be paid to Rudometkin as Severance Pay.

D. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of

Rudometkin to resign at any time from his position with City, subject only to the provision set forth in Section 11 of this Agreement as it relates to amounts that will be paid to Rudometkin as Severance Pay.

SECTION 4. EMPLOYEE AT WILL

It is specifically acknowledged and agreed by the parties that this Agreement does not create any relationship between the parties other than that of an employee at will. Nothing herein may be construed or operate to provide Rudometkin, upon his termination or separation from the City, with any benefits other than those set forth in Section 10 of this Agreement.

SECTION 5. SALARY

A. *Compensation.* As compensation for the professional services to be performed hereunder, effective January 1, 2024, City shall pay Rudometkin for his services an annual base salary of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) (the “Beginning Salary”). Once Rudometkin is deemed to have initially satisfied the Primary Residency Requirement, Rudometkin’s annual salary will increase from the Beginning Salary to ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00). Such salary will be paid in twenty-six (26) installments (once every two weeks) at the same time as other employees of City are compensated. Rudometkin may receive base pay, cost of living increases, bonuses, and/or performance incentives as may be determined by the City Council and as permitted by applicable state law. If Rudometkin meets the Primary Residency Requirement after January 1, 2024 but before March 1, 2024, then the City will pay Rudometkin back pay for the difference for the pay periods that he is paid at the \$140,000 salary versus the \$165,000 and make applicable retirement contributions within a reasonable time after the determination that the Primary Residency Requirement has been met.

B. *Salary Adjustment.* Following the annual performance evaluation conducted pursuant to Section 12 of this Agreement, the City Council may maintain or increase Rudometkin's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation pursuant to Section 12 will be at the sole discretion of the City Council. The City Council may grant cost-of-living salary adjustments to Rudometkin as may be granted or otherwise provided to other City employees. The City Manager’s Salary remains subject to normal and proper withholdings as required or otherwise permitted by applicable state and federal law and as deemed appropriate by the City Council and will be subject to applicable payroll taxes, workers' compensation insurance payments, and other payroll-related liability costs.

SECTION 6. PAID TIME-OFF (PTO) BENEFITS

A. Rudometkin is encouraged to use paid time off to maintain a high level of performance and efficiency in his position. City Manager will accrue Paid Time Off (“PTO”) at the rate of twenty (20) paid days each calendar year (in addition to recognized regular and floating City holidays). Five (5) paid days of such leave shall be granted to Rudometkin upon the Effective Date of this

Agreement and the remaining fifteen (15) days leave will be granted to Rudometkin upon the completion of three (3) months of employment. Thereafter, annually each year on January 1st, Rudometkin will be granted twenty (20) paid days. The parties agree that this benefit includes and may be used for time off due to illness (whether personally or of a family member). During the term of this Agreement, Rudometkin may not carry over more than forty days of accrued PTO from one fiscal year to the next for use during the year into which the carryover occurs. At any time during the term of this Agreement, Rudometkin will be entitled to cash-out accrued PTO days, provided that at least twenty (20) accrued PTO days remain available, if electing to cash-out accrued PTO, otherwise Rudometkin is welcome to draw down PTO to zero. The amount paid to Rudometkin will be based on Rudometkin's annual base salary at the time the PTO hours/days are cashed out. Upon separation from employment, Rudometkin will be paid for all accrued and unused PTO time available at that time.

B. Executive Leave. Beginning on the second year of term of this Agreement, Rudometkin is entitled to forty (40) hours of executive leave annually, starting October 1st (the first day of the City's fiscal year), which must be used in the same manner as PTO. Executive leave is not cumulative and cannot exceed the annual cap of forty (40) hours at any time as no further accrual will occur beyond forty (40) hours. Executive leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours, which, for purposes of this section, are deemed to be normal City office operating hours. Any executive leave hours remaining at the end of the fiscal year (*i.e.*, September 30th) will be forfeited. Upon termination, regardless of reason, Rudometkin will forfeit all unused executive leave on the books as such may exist at the time of such termination.

SECTION 7. DISABILITY, DENTAL, HEALTH AND LIFE INSURANCE

Rudometkin will receive, at no additional cost to him, disability, health, and life insurance as provided by the City's Personnel Rules and Regulations for managerial employees of the City.

SECTION 8. AUTOMOBILE

City shall pay Rudometkin seven hundred (\$700.00) dollars per month for all expenses, including maintenance, repairs, gasoline and insurance associated with his use of his own vehicle within the City of Belle Isle and in lieu of mileage expenses within the State of Florida. Rudometkin shall maintain his own insurance in an amount not less than \$100,000.00 dollars per claim, and \$300,000.00 dollars per incident. Said insurance shall be with a company acceptable to City shall not be construed or constitute a waiver to the City's sovereign immunity protection.

SECTION 9. MOVING/TRANSITION EXPENSE

Within thirty (30) days of Rudometkin providing proof of meeting the Primary Residency requirement, City shall pay to Rudometkin the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) as a one-time payment to Rudometkin as reimbursement for any and all expenses to be incurred by Rudometkin with regard to his relocation to Belle Isle, including, but not limited to, moving expenses and any other item reasonably related to his relocation to Belle Isle. In the

event Rudometkin voluntarily resigns his position with City within two (2) years from the effective date of this Agreement, Rudometkin shall reimburse the City for the \$20,000.00 paid to him moving/transition expenses under this Section 9. Such amount may be deducted or set off by the City against accrued PTO or remaining pay installments owed to Rudometkin.

SECTION 10. RETIREMENT

Rudometkin will participate in the City's General Employees Retirement System and will receive all applicable benefits associated therewith unless another retirement benefit is agreed to in writing between Rudometkin and the City.

SECTION 11. TERMINATION AND SEVERANCE PAY

A. The City may, by majority vote of the Council with or without cause, suspend and/or remove Rudometkin from office in accordance with the procedures outlined in the City charter.

B. Termination Without Cause: If Rudometkin is terminated without cause, City shall pay Rudometkin a lump sum severance benefit equal to twenty (20) weeks of salary ("Severance Pay").

C. In addition to the Severance Pay, Rudometkin, upon termination, shall receive all accrued benefits as of the date of termination, including earned and unused paid time off, retirement, and other accrued benefits.

D. Termination for Cause: Rudometkin will not receive any Severance Pay if Rudometkin is dismissed or terminated by the City for cause. As used in this Agreement, the term "for cause" means and refers to any of the following:

1. Conviction of a felony; or
2. Conviction of a misdemeanor involving moral turpitude (*i.e.*, offenses contrary to justice, honesty, or morality); or
3. Misappropriation or embezzlement of public funds; or
4. Willful abandonment of duties consisting of the City Manager's failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; or
5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; or
6. Violation of the City's anti-harassment policies and/or a finding that the City Manager has engaged in legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee; or

7. Use or possession of controlled substances, where the use or possession of such is made illegal pursuant to applicable federal or state law; or
8. Any illegal or unethical act involving personal gain; or
9. Gross misfeasance or gross malfeasance; or
10. Any misconduct as defined by § 443.036(29) Florida Statutes (2023), or violation of the ICMA Code of Ethics; or
11. Conduct that would constitute malfeasance, misfeasance, neglect of duty, or habitual drunkenness as those terms have been defined by statute and interpreted by decisional law pursuant to § 112.51(1), Florida Statutes (2023); or
12. Acting dishonestly or fraudulently in the course of performing City Manager duties pursuant to this Agreement; or
13. Material breach of any provision of this Agreement; or
14. Engagement in conduct constituting moral turpitude; or
15. Willful neglect of, or failure to perform, City Manager duties

If the City terminates Rudometkin's employment for cause, the City will have no obligation to pay Rudometkin any Severance Pay.

SECTION 12. RESIGNATION

If Rudometkin voluntarily resigns his position with the City, Rudometkin shall provide the City with thirty (30) calendar days advance written notice unless the parties agree otherwise. Upon his voluntary resignation, Rudometkin will not be entitled to any Severance Pay as set forth in Section 11, above, but will be entitled to receive payment for all accrued benefits as of the date of termination, including earned and unused paid time off and retirement benefits.

SECTION 13. PERFORMANCE EVALUATION

A. The City Council will strive to review and evaluate the performance of Rudometkin annually. Such review and evaluation must be conducted in accordance with specific criteria developed by CITY and as more particularly described in **Exhibit A** hereto. As part of the annual review process, the evaluation criteria may be amended or altered; however, such amendment may be utilized only for subsequent (*i.e.* prospective) evaluations of Rudometkin. Further, the City Council shall provide an adequate opportunity for Rudometkin to discuss his evaluation with the Council. If the City Council fails to review and evaluate the performance of Rudometkin annually, then such will not constitute a breach of this Agreement.

B. Annually, the Council and Rudometkin will strive to define such goals and performance objectives that they determine necessary for the proper operation and administration of the City and in the attainment of the Council's policy objectives. The parties shall establish a priority of the various goals and objectives that have been identified, and such must be reduced to writing. Such goals and objectives must be reasonably attainable within the time limitations specified given the annual operating and capital budgets and appropriations adopted by the City Council. If the City fails to conduct an annual performance review, this does not constitute a breach of this Agreement.

C. As part of the primary goal of instituting a succession plan for the City, Rudometkin shall hire an Assistant City Manager within three (3) months of budget approval by the City Council.

SECTION 14. DUES AND SUBSCRIPTIONS

The City agrees to pay for, as the approved upon operating budget allows, professional dues and subscriptions of Rudometkin for his continued and full participation in national, regional, state, local, and civic associations and organizations as may be necessary and desirable for his continued professional growth and advancement and for the good of City.

SECTION 15. PROFESSIONAL DEVELOPMENT

A. As may be approved by the City Council, the City agrees to pay for travel and subsistence expenses of Rudometkin for professional and official travel, meetings, and occasions adequate to continue the professional development of Rudometkin and to adequately pursue necessary official business of and functions for City. Such expense reimbursement will be limited to one national and two state/ regional conferences per year (i.e. ICMA, ULI, and FCCMA).

B. The City Council may also approve, as the operating budget allows, travel and subsistence expenses of Rudometkin for short courses, institutes, and seminars where the City Council has determined that such will benefit the City.

C. Rudometkin will not be required to utilize paid time off in order to attend professional activities covered by this section when such activities have been approved by the City Council or are otherwise necessary to carry out official city business.

SECTION 16. BONDING

As a condition of his employment, Rudometkin must be bonded as may be provided by law or ordinance and as deemed appropriate by City. City shall bear the full cost of any fidelity or other bonds as required.

SECTION 17. MISCELLANEOUS TERMS

A. The City may, at any time for justifiable reasons, request a physical or mental examination to determine Rudometkin’s fitness or competency to continue to perform the duties of his position. If Rudometkin refuses to submit to an examination, the City shall have the right, in the City’s sole discretion, to deem Rudometkin disabled for the purposes of this agreement. If the City’s selected physician determines Rudometkin is disabled and Rudometkin does not agree, Rudometkin may select a physician to conduct a like examination provided Rudometkin does so within thirty (30) days of the initial examination. If the two examining physicians are not in substantial agreement, they shall select a third physician to conduct an independent examination. If both physicians agree that Rudometkin is unable to continue to perform, or a third examining physician make that determination, Rudometkin shall be deemed disabled for the purposes of this Agreement and be terminated under Section 11.B. City will be responsible for payment of all medical expenses for this determination that are in excess of Rudometkin’s health insurance coverage.

B. The text herein shall constitute the entire agreement between the parties.

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

D. If any provision, 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. This Agreement, including any attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect, whatsoever, on this Agreement.

F. This Agreement shall be governed by the laws of the State of Florida, and the Circuit Court of Orange County, which shall have exclusive jurisdiction of any disputes arising under this Agreement.

G. To the extent of any conflict between the provisions of this Agreement and the City Charter, the City Charter provisions control.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below for the purposes set forth herein.

RICK RUDOMETKIN

CITY OF BELLE ISLE, FLORIDA

Date: _____

Date: _____

Exhibit A

City of Belle Isle

Position Description

Position Title: City Manager **FLSA:** Exempt

Supervisor: City Council **Revised:** 9/2023

General Description: The City Manager serves as the chief administrative officer of the City and is responsible for the day-to-day operations of the City and is appointed by and serves under the City Council. The City Manager is responsible for the supervision and direction of all departments, agencies or offices of the City.

Essential Job Functions:

- Appoints and when necessary for the good of the City, suspends or removes all City employees and appointive administrative officers provided for, by or under the City Charter, except as otherwise provided by law, the charter or personnel rules adopted pursuant to the charter.
- Authorizes any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department or agency.
- Directs and supervises the administration of all departments, offices, and agencies of the City, except as otherwise provided by the charter or laws.
- Attends all City Council meetings and has the right to take part in discussion but does not vote.
- Assures that all laws, provisions of the charter and acts of the Council, subject to enforcement by the City Manager or by officers subject to the manager's direction and supervision, are faithfully executed.
- Prepares and submits the annual budget and capital program to the City Council.
- Submits to the Council and makes available to the public a complete report on the finances and administrative activities of the City at the end of each fiscal year.
- Makes other reports as the Council may require concerning the operations of the City departments, offices, and agencies that are subject to the City Manager's direction and supervision.
- Keeps the Council fully advised as to the financial condition and future needs of the City and make recommendations to Council concerning the affairs of the City.
- Signs contracts on behalf of the City pursuant to the provisions of appropriate ordinances.
- Provides staff support for the mayor and commissioners.
- Establishes personnel policies governing appointment, retention, and promotion of City employees, which policies shall include a grievance procedure.
- Serves as the purchasing agent for the City as established by the charter.
- Performs other job related functions as needed or directed by City Council.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related duties as required. The duties listed herein are intended to be consistent with the Charter and Ordinances of the City of Belle Isle and the laws of the State of Florida, and this document may not be construed to supersede, overrule, or convey any authority that is inconsistent with such Charter provisions, ordinances, or laws)

Minimum Requirements:

- Bachelor's Degree or higher from an accredited College/University with a major in Business or Public Administration or related field, plus five years' experience in progressively responsible management position in local government or an equivalent combination of education and experience.
- ICMA-Credentialed Manager (current/active).
- Must obtain a valid Florida Driver's License within 90 days of employment.

Knowledge, Abilities, and Skills:

- Thorough knowledge of the principles and practices of governmental administration, governmental budgeting and governmental regulations.
- Knowledge of local governmental operations.
- Knowledge of research techniques and source availability of required or requested information.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain effective working relationships with , government officials, private organizations, and the general public, and effectively utilize resources.
- Ability to make effective decisions.
- Ability to maintain records, files, and reports in accordance with established methods and procedures.
- Ability to read, interpret, and analyze instructions and/or data effectively.
- Ability to work independently with minimal supervision.
- Ability to formulate, submit and administer budgets.
- Ability to function in a sophisticated computer environment.

Environmental Conditions:

Works in an office environment.

Exhibit B

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.

