

CITY MANAGER EMPLOYMENT AGREEMENT

This agreement made and entered into this _____ day of _____, 2017, by and between the City of Belle Isle, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and ROBERT G. FRANCIS, JR., hereinafter as "Francis", who agree as follows:

WITNESSETH:

WHEREAS, CITY desires to employ Francis 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. CITY hereby agrees to employ Francis as City Manager, who shall be the Chief Administrative Officer of the City, to perform the functions specified as set forth by the laws of the State of Florida, 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 shall from time to time assign. Francis, shall pursuant to the City Charter be under the direction and supervision of the City Council and shall hold the office at the pleasure of the City Council. Only the City Council acting as a body may direct and supervise Francis

B. Beginning April 3, 2017, Francis will be expected to work full-time during each pay period of Francis's tenure as City Manager. Within 6 months of the date of this agreement, CITY shall provide Francis with a cellular telephone, desktop computer, iPad and/or laptop computer which Francis will utilize to be available to conduct City business on a 24-hour per day basis.

C. Francis shall remain in the exclusive employ of CITY and shall not accept other employment nor to become employed by any other employer.

D. Unless otherwise approved by CITY, Francis shall, within six (6) months of the date of this agreement, while employed as the City Manager, reside within the municipal limits of the City of Belle Isle.

SECTION 2. TERM

A. CITY appoints Francis to serve as City Manager for an indefinite period to be reviewed annually. It shall be the responsibility of the City Council to evaluate Francis in accordance with the evaluation procedure outlined in the CITY's Employee Handbook and City Manager Job Description attached hereto and incorporated herein as Exhibit "A".

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the services of Francis at any time, subject only to the provisions set forth in the City Charter and Section 4 of this agreement as it relates to amounts which will be paid to Francis as severance pay.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Francis to resign at any time from his position with CITY, subject only to the provision set forth in Section 5 of this agreement.

SECTION 3. 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 shall be construed or operate to provide to Francis upon termination or separation from the CITY, any benefits other than those set forth in Section 4 of this agreement.

SECTION 4. SALARY

CITY shall pay Francis for his services an annual base salary of ONE HUNDRED AND EIGHTEEN THOUSAND DOLLARS (\$118,000.00), said salary shall be paid in twenty-six (26) installments at the same time as other employees of CITY are compensated. Francis may receive base; cost of living increases; and/or performance incentives as may be determined by the City Council.

SECTION 5. PAID TIME-OFF BENEFITS

Francis shall be granted twenty (20) days of paid time off leave per year. Such leave shall be granted to Francis upon the effective date of the agreement and completion of three (3) months of employment and thereafter annually on the anniversary date. Francis is encouraged to use paid time off to maintain a high level of performance and efficiency in his position. Toward that end, the time off leave shall be accrued in accordance with the City's Employee Handbook. Francis shall not be entitled to any vacation or other paid leave other than that as provided in this section. Francis, however, will accrue sick leave as provided for general employees of CITY. Due to a preexisting travel commitment in June 2017, Francis will be allowed to take this travel time in June 2017.

SECTION 6. DISABILITY, DENTAL, HEALTH AND LIFE INSURANCE

Francis shall 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 7. AUTOMOBILE

CITY shall pay Francis 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. Francis 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. Francis will not be paid for use of his vehicle if the CITY pays to cover Francis's spouse for health insurance as stated in Section 6. Once spouse acquires other health insurance, Francis will be entitled to the automobile allowance as stated herein.

SECTION 8. RETIREMENT

Francis will participate in the CITY General Employees Retirement System and shall receive all applicable benefits associated therewith unless another retirement benefit is agreed to in writing between Francis and CITY

SECTION 9. MOVING/TRANSITION EXPENSE

Within thirty (30) days of the effective date thereof, CITY shall pay to Francis the sum of TWELVE THOUSAND DOLLARS (\$12,000.00) as a one-time payment to Francis as reimbursement for any and all expenses to be incurred by Francis 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. See Section 12 for any reimbursement of moving expenses.

SECTION 10. TERMINATION AND SEVERANCE PAY

CITY may by majority vote of the Council with or without cause remove Francis from office upon ninety (90) calendar days' notice or payment of ninety (90) calendar days', or any combination thereof. In addition to the severance pay and/or notice set forth above, Francis upon termination shall receive all accrued benefits as of the date of termination, including earned and unused vacation, sick, retirement and other accrued benefits.

Notwithstanding anything to the contrary contained herein, Francis shall not receive any severance pay if Francis is dismissed or fired by CITY for misconduct, as defined in s. 443.036(30), *Florida Statutes*. Francis may be removed immediately and dismissed if he engages in a violation of 443.036(30), *Florida Statutes* or any criminal act.

SECTION 11. RESIGNATION

In the event Francis voluntarily resigns his position with CITY, Francis shall give CITY thirty (30) calendar day's prior written notice unless the parties agree otherwise. Upon his voluntary resignation, Francis shall not be entitled to any severance pay as set forth in Section 4, above, but shall be entitled to receive payment for all accrued benefits as of the date of termination, including earned and unused vacation, sick, and retirement benefits.

SECTION 12. REIMBURSEMENT BY FRANCIS

Prior to three (3) years from the date of employment, in the event Francis voluntarily resigns his position with CITY, Francis shall reimburse the CITY for the monies paid to him moving expenses as stated in Section 9. Should the CITY terminate Francis's employment with the city as stated in Section 10, Francis will not owe any reimbursement to the CITY.

SECTION 13. PERFORMANCE EVALUATION

A. The City Council shall review and evaluate the performance of Francis annually. Said review and evaluation shall be 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 said amendment shall only be utilized for subsequent evaluations of Francis. Further, the City Council shall provide an adequate opportunity for Francis to discuss his evaluation with the Council.

B. Annually, the Council and Francis shall define such goals and performance objectives that they determine necessary for the proper operation 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 which have been identified and the same shall be reduced to writing. The goals and objectives shall generally be attainable within the time limitations specified and shall be within the annual operating and capital budget and appropriations provided.

SECTION 14. DUES AND SUBSCRIPTIONS

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

SECTION 15. PROFESSIONAL DEVELOPMENT

A. CITY agrees to pay for as approved by the City Council, travel and subsistence expenses of Francis for professional and official travel, meetings, and occasions adequate to continue the professional development of Francis and to adequately pursue necessary official functions for CITY.

B. CITY also agrees to pay for as the approved upon operating budget allows, travel and subsistence expenses of Francis for short courses, institutes and seminars that will benefit CITY.

C. Francis will not be required to utilize paid time off in order to attend professional activities covered by this section.

SECTION 16. BONDING

As a condition of his employment, Francis shall be bonded as 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. Francis shall submit to an annual physical examination, including but not limited to, drug testing, by a qualified physician selected by CITY. The CITY shall pay for the cost of the physical in an amount not to exceed \$500.00. Any additional costs shall be borne by Francis or pursuant to his available health insurance. The results of the required physical shall be made available to the City Attorney, who shall determine if Francis can continue to perform the duties as City Manager and notify the City Council as soon as possible thereafter.

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.

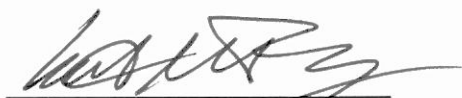
E. This Agreement, including any attachments hereto, constitutes the entire Agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings 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.

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

ROBERT G. FRANCIS, JR.

CITY OF BELLE ISLE, FLORIDA



Date: 3/29/17

Date: _____

Exhibit A

City of Belle Isle Position Description

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

Supervisor: City Council **Revised:** 3/2016

General Description: The position of 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 shall 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 submitted the annual budget and capital program to the City Council.
- Submits to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.
- Makes other reports as the Council may require concerning the operations of the City departments, offices and agencies 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 agents for the City as established by the charter.
- Performs other job related functions as needed.

(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.)

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 employees, 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.