

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 19th day of February, 2026, and effective on March 12, 2026, provided the City Commission of the City of Eustis ratifies and approves this Employment Agreement, by and between **THE CITY OF EUSTIS**, State of Florida, a municipal corporation, and hereinafter called “**Employer**” or “**City**”, as party of the first part, and **RICK GIEROK**, hereinafter called “**Employee**”, as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of said **RICK GIEROK** as City Manager of the City of Eustis, as provided by the Charter of the City of Eustis; and

WHEREAS, the City Commission desires to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the City Commission desires to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee’s services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Eustis;

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

SECTION 1. DUTIES & RESIDENCY

Employer hereby agrees to employ said **RICK GIEROK** as City Manager of said Employer to perform the functions and duties specified in the Charter and Chapter 2 of the Code of Ordinances of said City of Eustis and to perform other legally permissible and proper duties and functions as the City Commission shall from time-to-time assign. Employee shall establish residence within the City of Eustis within a reasonable time following execution of this Agreement, which shall not exceed two (2) years, to allow sufficient time to secure appropriate housing and to address family caregiving obligations.

SECTION 2. TERMINABLE AT WILL

- A. Employee agrees to remain in the exclusive employ of Employer until he resigns or is terminated as provided herein. Consistent with Article IV, Section 3 (a), of the City of Eustis Charter, the City Manager is not employed for a specific term and is terminable at will.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this Agreement.

SECTION 3. SUSPENSION

Employer may suspend Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of the City Commission agree.

Administrative Leave. The City Commission may place Employee on administrative leave with pay pending investigation of alleged misconduct, ethics issues, or performance concerns. Administrative leave is not disciplinary and does not, by itself, trigger severance.

SECTION 4. TERMINATION, SEVERANCE PAY AND OTHER BENEFITS

- A. In the event Employee is terminated by the City Commission, Employer agrees to pay Employee a lump sum cash severance payment equal to and, pursuant to section 215.425, Florida Statutes (2025), not to exceed 20 weeks of compensation and Employer also agrees to pay Employee the following:
 - 1. For twenty (20) weeks after termination, health insurance premiums for employee and all dependents as provided in Section 12;
 - 2. For twenty (20) weeks after termination, life insurance premiums as provided in Section 12; and
 - 3. Up to 480 hours of accrued sick leave; up to 200 hours of accrued vacation time, as per City policies for all employees, which are from time to time subject to change.

All severance and post-termination benefits provided herein are intended to comply strictly with section 215.425, Florida Statutes (2025), and shall not be extended, monetized, or paid beyond the twenty (20) week limitation set forth therein.

Severance shall be administered consistent with section 215.425, Florida Statutes, and any successor provisions, and nothing herein shall be interpreted to require payment prohibited by law.

“Compensation,” for purposes of this Section, means Employee’s base salary in effect on the termination date and excludes accrued leave payouts and the City’s payment of insurance premiums.

Notwithstanding the foregoing, no severance shall be paid to the Employee if payment is prohibited by law, including but not limited to circumstances involving fraud, misappropriation, or other conduct for which severance is not permitted under section 215.425, Florida Statutes.

- B. Termination and the benefits set forth in Section 4. A. above shall occur when:
1. The City Commission terminates Employee pursuant to Article IV, Section 3(b) of the Charter, by adopting the required preliminary resolution and thereafter voting to remove Employee at the meeting held within the Charter’s required time period, and after any requested public hearing.
 2. If Employee resigns after the City Commission, by majority vote at a duly noticed public meeting, requests Employee’s resignation, such resignation shall be treated as a termination without cause for purposes of Section 4.A.

C. Constructive Termination.

Employee may request that the City Commission determine whether a constructive termination has occurred if, during the term of this Agreement, the City Commission takes formal action that materially and adversely reduces Employee’s base salary or abolishes the position of City Manager.

A constructive termination shall exist only upon a majority vote of the City Commission at a duly noticed public meeting determining that such material adverse action has occurred.

Amendments to the City Charter approved by the electorate, or general legislative or regulatory actions of the City Commission applicable to multiple positions, shall not, by themselves, constitute a constructive termination.

- D. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer ninety (90) days written notice in advance, unless Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits outside those established in

the Personnel Rules and Regulations unless such resignation is because of a request to resign as noted in numbered Section 4. B. 2. above.

SECTION 5. DISABILITY TERMINATION

If Employee is unable to perform the essential functions of the position due to disability for a continuous period exceeding one hundred eighty (180) days, the City Commission may terminate this Agreement.

Any determination of disability shall be supported by medical certification from a licensed physician selected by the City.

In the event of termination due to disability, Employee shall be entitled to severance as provided in Section 4.A.

SECTION 6. SALARY

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$220,437.21, payable in installments at the same time as other employees of Employer are paid. This salary may be increased from time to time by majority vote of the City Commission. Employee may elect, at his sole discretion, to contribute to a 457 Deferred Compensation Plan, subject to all applicable City policies, state and federal regulations. Employee is eligible to participate in the City's 401a Plan subject to all City policies, state and federal regulations.

SECTION 7. PERFORMANCE EVALUATION

- A. The City Commission shall review and evaluate the performance of Employee at least once annually beginning in the month of August 2026 and every year thereafter, in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee, which may be modified from time to time. Further, the Mayor, at his/her sole discretion, shall provide Employee with a summary written statement of the findings of the City Commission and provide adequate opportunity for Employee to discuss his evaluation with the City Commission.
- B. Annually in the month of August, the City Commission and Employee shall define such goals and performance objectives, which they determine necessary for the proper operation of the City of Eustis and in the attainment of the City Commission's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives may be reduced to writing. Said goals shall generally be attainable within the time limitations as specified between the City Commission and Employee; however, these may be

modified depending on factors influencing the City of Eustis during the forthcoming year.

- C. In effecting the provisions of this Section, the City Commission and Employee mutually agree to abide by the provisions of applicable law.

SECTION 8. MANAGERIAL DUTIES

Employee is the chief administrative officer of the City and is expected to perform all of the duties related to that position. The hours Employee must spend performing those duties vary. Employee shall be the sole judge of the hours spent performing said duties; however, the City Commission is the sole judge of the effectiveness of the job Employee has done.

SECTION 9. TRANSITION AND CONTINUITY OF OPERATIONS

The City acknowledges that, due to Employee's institutional knowledge, professional qualifications, and long-standing service to the City, Employee may, for a limited transition period, perform additional or overlapping duties related to public works and/or engineering functions in order to ensure continuity of operations, completion of ongoing projects, and effective delivery of municipal services.

Such transitional responsibilities are expressly intended to support the operational needs of the City and the best interests of the residents and shall not constitute a material change in position, authority, or duties, nor shall they give rise to a claim of constructive termination or additional compensation unless expressly approved by the City Commission.

The City Commission may, in its discretion and by formal action at a duly noticed public meeting, authorize a temporary stipend or other transitional compensation in recognition of such additional responsibilities. Any such transitional arrangement or compensation shall automatically expire upon the earlier of:

- (a) the appointment of a permanent replacement for the applicable position; or
- (b) a determination by the City Commission that continuation of the transitional arrangement is no longer necessary to ensure effective service delivery and the best interests of the residents of the City.

All determinations under this section shall be made in the sole legislative discretion of the City Commission and shall not be subject to unilateral declaration by Employee.

SECTION 10. ETHICS, RECORDS, AND TRANSITION COOPERATION

Employee shall at all times comply with the Florida Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes, the City Charter, the City Code of Ordinances, and all duly adopted City policies and procedures, as the same may be amended from time to time.

Employee acknowledges that all documents, records, correspondence, electronic data, and other materials prepared, received, or maintained in the course of employment are public records of the City, unless exempt or confidential by law, and shall be preserved and handled in accordance with Chapter 119, Florida Statutes. Upon separation from employment, Employee shall promptly return all City property, records, and information in Employee's possession or control.

In the event of separation from employment for any reason, Employee agrees to reasonably cooperate with the City to ensure an orderly and professional transition of management responsibilities, including assisting with the transfer of institutional knowledge, ongoing projects, and administrative matters, as requested by the City Commission or designee.

Employee further agrees that, following separation, Employee shall not interfere with or undermine the authority or operations of the City or its appointed successor City Manager, and shall conduct all post-employment interactions with the City in a professional and respectful manner.

SECTION 11. OUTSIDE EMPLOYMENT

Employee may not have other employment without advance approval of Employer.

SECTION 12. AUTOMOBILE AND CELL PHONE

Employee shall continue to retain the use of the previously issued City vehicle and cellular telephone and related service.

SECTION 13. VACATION AND SICK LEAVE

Employee shall accrue vacation and sick leave in accordance with the Personnel Rules and Regulations for a City employee, as such rules may be amended from time to time.

SECTION 14. HEALTH AND LIFE INSURANCE

Employer agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance and life insurance for Employee and his dependents and to

pay the premium thereon equal to that which is provided to all other employees of Employer.

SECTION 15. DUES AND CONFERENCES

Employer agrees to budget and to pay for the professional dues and educational conferences for maintenance of Employee's City Manager competency. Said amount shall be limited to the budgeted amount for such items and is subject to the approval of the City Commission.

SECTION 16. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida and venue of any proceedings hereunder shall lie with the courts of the Fifth Judicial Circuit in and for Lake County, Florida.

SECTION 17. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or limits of liability under section 768.28, Florida Statutes, or any other applicable law.

SECTION 18. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties. All prior employment agreements between the parties are rescinded, void, and of no further effect upon the effective date of this Agreement.
- B. This Agreement is a personal services contract and shall not be assignable. Upon the death of Employee, this Agreement shall terminate, and the City's obligations shall be limited to payment of compensation and benefits accrued through the date of death, as required by law.
- C. This Agreement shall become effective on March 12, 2026, provided the City Commission ratifies and approves this Agreement.
- D. Any notice required under this Agreement shall be in writing and delivered by personal delivery, certified mail, or recognized overnight courier to the City Clerk and to Employee at the last address on file.
- E. This Agreement may be amended only by written instrument approved by the City Commission at a public meeting and signed by both parties.
- F. No waiver of any provision shall be effective unless in writing.

- G. 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.

IN WITNESS WHEREOF, the CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA has caused this Agreement to be signed and executed on its behalf by the Mayor, duly attested by the City Clerk, signed by Employee and witnessed by the Human Resources Director.

CITY OF EUSTIS, FLORIDA

Emily A. Lee
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

I affirm on _____, 2026, the City Commission approved and ratified this Agreement.

Christine Halloran
City Clerk

City Attorney's Office

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis.

Sasha Garcia, City Attorney

Date

Employee Signature and Human Resources Director Witness Confirmation

Rick Gierok, Employee

Date

Witnessed by:

Karen Crouch, HR Director

Date