

## **INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** for Interim City Manager Employment Agreement ("Agreement"), by and between The City of Eustis, a municipal corporation, ("Employer"), and Rick Gierok, ("Employee"), shall become effective upon approval by majority vote of the City Commission at its duly noticed public meeting on March 5, 2026, and execution by the parties. The parties understand as follows:

### **WITNESSETH**

**WHEREAS**, Employer desires to employ the services of Rick Gierok as Interim City Manager of the City of Eustis, as provided by the Charter of the City of Eustis; and

**WHEREAS**, Employee is currently employed as the City's Director of Engineering & Capital Improvements; and

**WHEREAS**, the City will be conducting a recruitment to fill the City Manager vacancy, and in the meantime, City is interested in employing Employee on an interim basis, as the Interim City Manager, and Employee is willing to accept and perform that interim appointment; and

**WHEREAS**, for the duration of this Agreement, Employee will fill both the role of Director of Engineering & Capital Improvements and Interim City Manager. On an as needed basis, Employee shall assign duties to other employees as necessary; and

**WHEREAS**, following completion of the interim assignment, Employee shall return to the position of Director of Engineering & Capital Improvements; 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 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 employment; and

**WHEREAS**, Employee desires to accept employment as Interim City Manager of the City of Eustis;

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

### **Section 1. Appointment; Transitional Authority; Duties and Authority**

City agrees to appoint Employee as Interim City Manager, effective upon approval by majority vote of the City Commission at its duly noticed public meeting on March 5, 2026.

**A. Transitional Period (March 5–April 3, 2026).**

The current City Manager has provided notice that his last day physically in the office shall be March 13, 2026, with a formal resignation effective April 3, 2026. From March 5, 2026, through April 3, 2026, Employee shall serve in a transitional executive capacity to facilitate continuity of operations and coordination of municipal affairs. During this transitional period, nothing herein shall be construed to remove, replace, or otherwise impair the authority or contractual rights of the outgoing City Manager.

**B. Full Charter Authority Effective April 3, 2026.**

Effective April 3, 2026, upon the resignation of the outgoing City Manager, Employee shall possess and exercise all powers, duties, and authority of the City Manager as provided in the City Charter, Chapter 2 of the Code of Ordinances, applicable Florida law, and lawful direction of the City Commission. Interim status shall not limit or restrict such authority.

**C. Continued Director Duties.**

During the interim assignment, Employee may continue oversight of the Engineering & Capital Improvements Department as operationally necessary or may delegate such duties consistent with the Charter and Personnel Rules. Such transitional oversight shall not constitute a material change in position.

Employee serves at the pleasure of the City Commission consistent with the Charter.

**Section 2. Compensation**

**A. Base Salary.**

Employee shall continue to receive his established base salary as Director of Engineering & Capital Improvements pursuant to the City’s Personnel Rules and applicable budget appropriations.

**B. Interim Executive Leadership Stipend.**

While actively serving in the capacity of Interim City Manager, Employee shall receive a temporary Interim Executive Leadership Stipend in an amount sufficient to result in total annualized compensation equal to \$220,437.21.

The stipend:

1. Shall be prorated and paid in the same manner as other employee compensation;
2. Shall be payable only during the period Employee is actively serving as Interim City Manager;
3. Shall automatically terminate upon the earliest of:
  - o Appointment of a permanent City Manager;
  - o Removal by the City Commission;
  - o Voluntary relinquishment of the interim assignment; or
  - o Execution of a permanent City Manager Employment Agreement;
4. Shall not increase Employee’s base salary;
5. Shall not create a property interest or expectancy in continued compensation;
6. Shall not constitute severance or extra compensation prohibited by §215.425, Florida Statutes.

### **C. Benefits.**

Employee shall continue to receive benefits consistent with those provided to executive-level non-bargaining employees under the City's Personnel Rules and benefit plans, as amended from time to time and more specifically described below.

All compensation is subject to lawful budget appropriation.

Vacation Leave: Employee shall continue to accrue and use Vacation Leave in accordance with City policies applicable to all other non-bargaining employees, as amended from time to time. Employee's existing accrued and unused vacation leave balance shall remain available for use during the Term.

Sick Leave: Employee shall continue to accrue and use Sick Leave in accordance with City policies applicable to all other non-bargaining employees, as amended from time to time. Employee's existing accrued and unused Sick Leave balance shall remain available for use during the Term.

Insurance: Employee, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the City's Dental Insurance Program, Health Insurance Program, Vision Care Program, and other insurance benefits that may be offered in the same manner and under the same provisions and benefits as other City employees, as the same exists or may be amended from time to time by the City.

Retirement/Pension: Employee is presently a member of City's 401a Plan and 457 Deferred Compensation Plan and shall remain in the Plan during the Term.

Executive/Director Administrative Leave: Employee shall continue to receive and be eligible to use Administrative Leave in accordance with the City's Executive/Director Administrative Leave policy, as amended from time to time. Employee's existing unused Administrative Leave balance shall remain available for use during the Term in accordance with the policy.

Vehicle and Cellular Telephone: Employee shall continue to retain the use of the previously issued City vehicle and cellular telephone and related service. Employee shall be solely responsible for tax consequences, if any, as required by the Internal Revenue Service.

Additional Benefits: To the extent any Benefit is not specifically listed herein to which Employee is presently eligible, Employee shall remain eligible for such Benefit(s). Any further and additional benefits which are provided to other City employees now or in the future shall be provided to the Employee.

### **Section 3. Terms**

Employee shall serve as Interim City Manager beginning March 5, 2026, with full Charter authority commencing April 3, 2026, and continuing until the appointment of a permanent City Manager or earlier removal by the City Commission pursuant to the Charter.

This Agreement does not create a fixed term of employment or property interest in the position of Interim City Manager.

## **Section 4. Termination**

A. Termination by City. Employee understands and agrees that, in this interim assignment, Employee works at the will and pleasure of the City Commission, and that Employee may be removed from the Interim City Manager position at any time, with or without cause, consistent with the removal procedures set forth in the City Charter. Upon any such removal, or at the completion of the assignment, Employee will resume the position of Director of Engineering & Capital Improvements.

B. Termination of Interim Assignment by Employee. Employee may voluntarily terminate this interim assignment at any time by giving not less than thirty (30) days' notice. Upon receipt by the City of Employee's notice to voluntarily terminate pursuant to this provision, the City shall return Employee to the Director of Engineering & Capital Improvements position at any date within that 30-day notice period. Employee will be paid for the Interim assignment for the days it was performed, with the Director of Engineering & Capital Improvements salary resuming upon the effective date of return to that position.

C. Termination of Employment by Employee. Employee may voluntarily terminate employment with the City at any time by giving not less than thirty (30) days' notice. Upon receipt of voluntary termination, the City may, at its option, relieve Employee of duty effective any date prior to the end of such period, provided that the City pays Employee all salary that would have been earned by the Employee through the balance of the notice period.

### D. Return to Director Position and Limited Post-Return Protection

Employee is guaranteed the right to return to the position of Director of Engineering & Capital Improvements upon conclusion of the interim assignment, or to a substantially similar executive-level position if the Director position has been lawfully reorganized.

Upon such return:

1. For a period equal to the lesser of:
  - o Twelve (12) months following the effective date of return; or
  - o The number of months remaining until Employee first becomes eligible for normal retirement based upon years of service under the City's applicable retirement plan, Employee shall not be terminated from City employment except for Cause.
2. During this limited protection period, termination shall require affirmative vote of a majority of the City Commission at a duly noticed public meeting.
3. This provision shall not prohibit:
  - o Lawful elimination of the position pursuant to bona fide budgetary action;
  - o Departmental reorganization applied on a nondiscriminatory basis;
  - o Reduction-in-force affecting similarly situated employees.
4. This provision does not create tenure or a permanent property interest in employment.

For purposes of this Agreement, "Cause" shall mean:

- Conviction of a felony or crime involving moral turpitude;
- Fraud, misappropriation, or theft of City funds;
- Material violation of Chapter 112, Florida Statutes;

- Willful misconduct or gross negligence;
- Repeated and documented insubordination;
- Material breach of this Agreement.

If termination occurs without Cause during the protected period, Employee's sole remedy shall be payment of base salary for the remainder of the protected period, not to exceed the lesser-of calculation above.

Upon return, the Interim Executive Leadership Stipend shall automatically cease.

### **Section 5. Performance Evaluation**

Due to the temporary nature of this appointment, Employee as Interim City Manager shall not be subject to a formal evaluation of his performance in that position.

### **Section 6. Eligibility for Permanent Appointment**

Employee shall be eligible to apply and compete for appointment as permanent City Manager. Eligibility:

1. Does not create an entitlement to appointment;
2. Does not confer preference;
3. Does not restrict the City Commission's sole discretion to appoint;
4. Shall not be construed as creating a conflict of interest solely by virtue of interim service.

Employee agrees to conduct himself in a professional and impartial manner during the recruitment process and shall not misuse official authority to improperly influence candidate selection.

### **Section 7. Indemnification and Liability**

To the extent permitted by Florida law, the City shall defend Employee pursuant to §111.07, Florida Statutes, for actions taken within the scope of employment. Nothing in this Agreement shall be construed as a waiver of the City's sovereign immunity or limits of liability under §768.28, Florida Statutes.

### **Section 8. Ethics; Public Records; Sunshine Compliance**

Employee shall comply with Chapter 112, Florida Statutes; Chapter 119, Florida Statutes; Chapter 286, Florida Statutes; the City Charter; and all applicable ordinances and policies. All documents and communications made or received in connection with employment are public records unless exempt by law.

### **Section 9. Supersession**

If Employee is appointed permanent City Manager and executes a City Manager Employment Agreement approved by the City Commission, this Interim Agreement shall automatically terminate upon the effective date of such agreement.

## **Section 10. General Provisions**

The text herein shall constitute the entire Agreement between the parties. The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee except as provided in any benefit plans upon occurrence of a qualifying event.

This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both parties.

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.

Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the City and applicable laws of the State of Florida, the City Charter and City ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.

This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Lake County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Lake County, Florida.

THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT.

All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: City of Eustis  
10 N Grove St  
Eustis, FL 32727  
ATTN: Mayor,  
City Attorney

TO: Rick Gierok  
address on record in  
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

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