

EMPLOYMENT AGREEMENT
(CITY MANAGER)

THIS AGREEMENT, made and entered into this 21st day of September 2021 by and between the **CITY OF GREEN COVE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City" or "Employer", and **L. Steve Kennedy** hereinafter referred to as "City Manager" or "Employee".

WITNESSETH:

WHEREAS, Employer desires to employ the services of **L. Steve Kennedy** as City Manager of the City of Green Cove Springs, as provided by the City Charter of Employer; and

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

WHEREAS, the City Council 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 the 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 Green Cove Springs.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DUTIES.

Employer hereby agrees to employ **L. Steve Kennedy** as City Manager of the City to perform the functions and duties specified in the City Charter of the City (specifically including residence, as defined in the City Charter), and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

The term of this Agreement shall be for a period of five (5) years from October 1, 2021, to September 30, 2026. The City Council may extend this Agreement for periods not to exceed three (3) years each.

SECTION 3. TERMINABLE AT WILL.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in the City Charter and this agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4, Paragraph C, of this Agreement.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. Termination Without Cause. In the event Employee is terminated by the City Council for reasons other than "for cause" as defined below (hereinafter "without cause"), Employer agrees to pay Employee a lump sum cash payment equal to twenty (20) weeks aggregate salary in accordance with Florida Statutes 215.425 as applicable and Employer agrees to pay Employee the following:

1. For twenty (20) weeks after termination, health insurance premiums for the Employee as set forth in Section 11.
2. All accrued sick leave and any vacation time accrued under this Agreement at the time of termination.

B. Termination For Cause. If Employee is terminated "for cause" defined as: (1) conviction of a felony or a crime involving dishonesty or fraud, or (2) willful and intentional violation of the City Charter, City Ordinances, written City policies, or FSS Section 443.036(30), Employer shall have no obligation to pay the severance and other benefits designated in this Section. Upon acceptance of the severance payment and other benefits noted herein, Employee releases Employer from any causes of action or claim(s) for any money or claim Employee had or could have had.

C. Termination Defined. For the purpose of this Agreement only, termination shall occur when a super majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

D. Employee Resignation. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer forty-five (45) days notice in advance, unless Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits noted herein, except accrued benefits as would be allowed to any other employee voluntarily leaving employment.

E. Employee Retirement. In the event Employee retires his position with Employer, then Employee shall give 45 days notice in advance. Under this scenario, Employee is entitled to all accrued benefits as would be allowed under the provisions of this agreement.

SECTION 5. SALARY AND RETIREMENT.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$145,600 payable in installments at the same time as other Employees of the Employer are paid. This salary will be increased 4% annually with a satisfactory Performance Review. Employer acknowledges that Employee will receive 15% of his salary paid into his defined contribution plan in lieu of the Florida Retirement System for Senior Management Classification. In addition, Employee shall be entitled to receive administrative pay in accordance with Section 8.15 (c) of the Green Cove Springs Personnel Policies and Procedures Manual.

SECTION 6. PERFORMANCE EVALUATION.

A. On or before November 15th of each year beginning in 2019, the City Council shall review and evaluate the performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be modified as the City Council may from time to time determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the City Council and provide adequate opportunity for the Employee to discuss the evaluation with the City Council.

B. By December 15th each year beginning in 2018, the City Council and Employee shall define such goals and performance objectives, which it determines important for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing.

SECTION 7. MANAGERIAL DUTIES.

The Employee is the Chief Administrative Officer of the City and is expected to perform all duties related to that position as outlined in Section 3 of the Charter of the City of Green Cove Springs. The hours the Employee must spend performing those duties vary. The Employee shall generally keep similar hours as other Department Heads and hours necessary to perform the duties hereunder; however, the City Council is the sole judge of the effectiveness of the job the Employee has done.

SECTION 8. OUTSIDE EMPLOYMENT.

Employee may not have other employment during employment with Employer without Employer's advance written approval.

SECTION 9. AUTOMOBILE.

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$6,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the applicable Florida law standard mileage rate, Florida Statutes 112.061(7) currently at 44 ½ cents for any business use of the vehicle beyond the greater Green Cove Springs area. For purposes of this Section, use of the car within the greater Green Cove Springs area is defined as travel to locations within a one hundred (100) mile radius of the local government limits.

SECTION 10. VACATION AND SICK LEAVE.

Employee shall accrue sick leave in accordance with Section 11 of the City's Personnel Policies and Procedures Manual. Employee shall receive 120 hours of vacation each year in accordance with the City's Personnel Policies and Procedures Manual with the first year being available from day one of his employment.

SECTION 11. HEALTH AND LIFE INSURANCE.

A. Employer agrees to pay all associated costs for Employee's major medical single coverage through Employer's group health insurance plan.

B. Employer agrees to purchase and to pay for life insurance premiums for as long as Employee is employed by Employer in an amount equivalent to one (1) year's current base salary.

SECTION 12. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

SECTION 13. PROFESSIONAL DEVELOPMENT.

A. Employer hereby agrees to budget and to pay for Employee's travel and subsistence expenses as Employee reasonably requests for professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue important official and other functions for Employer. Such expenses may include, but are not limited to, expenses related to the International City Management Association, the Annual Meeting of the Florida City and County Management Association, and the Florida League of Cities. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

B. Employer also agrees to budget and to pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Council shall be the sole judge of the amounts approved hereunder.

SECTION 14. EXPENSES.

A. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses up to the amount budgeted annually for that purpose, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipt, statements, or personal affidavits.

B. Employer will provide Employee with a City cell phone to be used for business purposes or a \$50.00 monthly phone stipend at Employee's option.

SECTION 15. INDEMNIFICATION.

The City shall defend and indemnify the City Manager up to the statutory limits set forth in F.S. 768.28 against any action, including, but not limited to: tort, professional liability, claim or demand, or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as an employee and officer of the City, other than an action brought by the City against the City Manager, or any action filed against the City by the City Manager, unless otherwise required by law.

The Employer shall, up to the amounts set forth in Section 768.28, Florida Statutes, indemnify and hold the Employee harmless from and against any tort claim, except for willful or intentional torts, arising from or relating to any alleged act or omission committed by Employee within the course and scope of his employment as City Manager. Employer may compromise and settle any such claim, or any suit arising therefrom or relating thereto, and shall pay the amount of any settlement or judgment rendered in connection therewith provided, however, that the Employer may seek indemnity from Employee for losses or liability caused by any willful or intentional torts committed by Employee.

SECTION 16. BONDING.

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

SECTION 17. RESIDENCY.

The City Manager shall, at all times adhere to City Charter Section 3.012 entitled "City Manager dwelling" during the term of this Agreement. The City Manager shall notify the City Council of any change in residence within ten (10) working days of such change.

SECTION 18. STRICT ADHERENCE TO CHARTER AND LAWS.

At all times, the City Manager shall strictly adhere to and follow the City Charter and all applicable Federal, State and local laws. Additionally, he shall adhere to all recommendations of the City Auditors and immediately take any and all measures necessary to correct any deficiencies cited by such Auditors in the City's annual audit.

SECTION 19. RESPONSIVENESS TO CITY COUNCIL AND PUBLIC.

The City Manager shall make every reasonable effort to respond to each and every reasonable inquiry by a member of the City Council within a reasonable time of receipt of such inquiry. Furthermore, the City Manager shall meet with the public and other persons in a timely fashion for all appointments.

SECTION 20. CODE OF CONDUCT.

The City Manager shall strictly adhere to the Standards of Conduct and Ethics of the International City County Managers Association (ICMA) and the Florida City and County Management Association (FCCMA) and to all applicable provisions of the City Personnel Policies and Procedures Manual.

SECTION 21. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or any portion of any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or any portion hereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

SECTION 22. NO REDUCTION OF BENEFITS.

Employer shall not, at any time, during the terms of this Agreement, reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all Department Heads of the Employer and Employee consent to this provision notwithstanding Section 3.06 of the City Charter.

SECTION 23. NOTICES.

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

- A. Employer: Mayor
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

(with a copy to: City Attorney)
L. J. Arnold, III
POBox1570
Green Cove Springs, FL 32043
- B. Employee: L. Steve Kennedy
3598 Maidstone CT
Green Cove Springs, FL 32043

Alternatively, notices 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 services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 24. VENUE.

Venue of any proceedings hereunder shall only be in the appropriate court in Clay County, Florida.

SECTION 25. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The City Council, in consultation with the City Manager, shall fix or set any 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 provisions of this Agreement, the Charter of the City of Green Cove Springs, or any other law.

B. All provisions of the Charter and Code of Ordinances of the City of Green Cove Springs, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, provided that the provisions are not in conflict with this Agreement. This Agreement shall supersede any other provisions.

IN WITNESS WHEREOF, the City of Green Cove Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Interim City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

EMPLOYEE:

CITY OF GREEN COVE SPRINGS

By: _____
L. Steve Kennedy

By: _____
Edward R. Gaw, Mayor

ATTEST:

By: _____
Erin West, City Clerk

APPROVED AS TO FORM

By: _____
L.J. Arnold, III, City Attorney