

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter “Agreement”), made and entered into this ____ day of September 2025, by and between the City of Wauchula, State of Florida, a municipal corporation (hereinafter referred to as the “City”), and Olivia Minshew (hereinafter referred to as “Minshew”), both of whom agree as follows:

WHEREAS, the City desires to retain the services of Olivia Minshew as City Manager of the City of Wauchula, Florida, as provided by the Charter of the City of Wauchula and the terms of this Agreement; and

WHEREAS, Minshew desires to remain the City Manager of the City of Wauchula, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, which both parties acknowledge are legally sufficient, the parties agree as follows:

SECTION 1. EMPLOYMENT AND DUTIES

- A.** The City hereby agrees to employ Minshew as City Manager and Minshew agrees to accept such employment, all subject to the terms and conditions set forth in this Agreement. Unless otherwise provided herein, Minshew shall devote her full time as City Manager and carry out to the best of her ability all duties imposed on her by the City Charter and City Ordinances, as they now exist or as the City may amend them from time to time, as well as such other duties as the City Commission may require of her. Minshew will be in active charge of the day-to-day management and operation of the City, including the hiring, supervision, evaluation and discipline of all City employees subject to the applicable laws of the United States, the State of Florida, the City Charter, City Ordinances, and City Policies and Procedures.
- B.** Nothing herein will limit Minshew’s right to make passive investments, to participate in charitable service and organizations, other community activities and trade and professional organizations or to undertake other activities which, in the sole judgment of the City, do not interfere with the performance of Minshew’s duties and responsibilities to the City, it being mutually agreed that her participation in charitable service, other community activities, and trade and professional organizations is to the benefit of the City. Minshew shall not otherwise be employed on a full or part-time basis without the written permission of the City Commission.
- C.** Minshew shall be considered on-call 24 hours a day and agrees to make herself available as needed. It is recognized that Minshew’s duties as City Manager require a great deal of time outside of normal office hours. It is also recognized that Minshew is required to devote an unspecified amount

of time and energy to carry out those duties with the highest amount of professionalism possible and that because of the 24-hour nature of her responsibilities, interference with her private life is to be expected. That being the case, the parties recognize that Minshew may choose to take occasional personal time off within the general area of the City of Wauchula during the City's normal business hours when her duties allow and her absence will not interfere with the efficient operation of City business; provided, however, that she is at all times immediately available by telephone, except during periods of illness, vacation and absences approved by the Mayor, or his designee. This time off is not considered vacation or compensatory time. Minshew agrees that at all times, including personal time as set forth herein, she will conduct herself in a professional manner and not bring discredit to the City or to the operation of its business. The City will consider Minshew's use of personal time off during its annual performance evaluation of her.

SECTION 2. TERM

- A.** The term of this Agreement shall commence as of October 1, 2025, and shall terminate at 11:59 p.m. on September 30, 2030, unless earlier terminated pursuant to the provisions of this Agreement or renewed by mutual agreement of the parties.
- B.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate Minshew's services at any time as Minshew is employed at the will and pleasure of the City.
- C.** The City shall fix any such other terms and conditions of employment relating to Minshew's performance as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, the City Charter or any other applicable law.
- D.** In the event of Minshew's termination by the City, Section 4 shall apply. In the event of Minshew's resignation, Sections 4(A) and 14 shall apply.

SECTION 3. SUSPENSION AND EVALUATION

Minshew shall be supervised, subject to disciplinary action, and evaluated by the City Commission, or its designee. Minshew's primary contact for necessary coordination of the activities of her office and the operation of the City shall be the Mayor or, in the absence of the Mayor, the Mayor Pro Tem; provided, this may be changed at the discretion of the Commission.

SECTION 4. TERMINATION, NOTICE AND SEVERANCE

A. Resignation: Should Minshew resign her employment, she shall receive no severance pay or benefits under this Agreement.

B. Termination by the City:

1. This Agreement and Minshew's employment may be terminated at any time, and for any reason, at the will and pleasure of the City Commission. A vote by a majority of the City Commission to offer Minshew the opportunity to voluntarily resign in lieu of involuntary termination shall be considered an involuntary termination.
2. Except as provided in paragraph 4(B)(3) below, if Minshew is involuntarily terminated during the term of this Agreement, she shall be paid severance pay under the following terms, conditions, and limitations:
 - (a) Severance shall be in the amount of twenty weeks of Minshew's base salary at the time of termination, but subject to the conditions set forth in subparagraph 4(B)(2)(d) below. Severance shall be payable in installments on the City's normal paydays.
 - (b) The City shall continue to provide Minshew with group medical insurance during the period Minshew receives severance just as if she had remained actively employed during that period, but subject to the conditions set forth in subparagraph 4(B)(2)(d) below.
 - (c) Minshew must comply with paragraphs 12(B) through 12(D) of this Agreement (Confidentiality and Cooperation). In the event the City reasonably believes Minshew is in breach of any of paragraphs 12(B) through 12(D), it may immediately cease any severance payments and group health insurance benefits and seek a return of any severance payments already paid.
 - (d) Subject to applicable law, the City shall no longer be obligated:
 - (1) to pay Minshew severance once Minshew obtains employment elsewhere;

- (2) to provide group medical insurance once Minshew has obtained employment with another employer and has met the eligibility requirements for participation in medical insurance offered by that employer (and assuming any waiting periods have passed) or after expiration of the period during which Minshew receives severance pay from the City, whichever first occurs.
 - (e) As a condition of receiving severance and group medical insurance under this Agreement, Minshew shall execute a general release of all claims in favor of the City and all of its officials, City Commission members, employees, agents, and representatives in a written release agreement prepared by and acceptable to the City.
3. The City shall have no obligation to pay any severance or to provide group medical insurance under paragraph 4(B)(2) if Minshew is terminated for any one or a combination of the following reasons:
- (a) Dishonesty with respect to the business and operation of the City.
 - (b) Violation of the City drug policy.
 - (c) Failure to fully and truthfully cooperate in a legal investigation involving any aspect of the business or operation of the City conducted by or at the direction of the City Commission.
 - (d) Conviction or pleading guilty or nolo contendere to a felony. Except as may otherwise be required by the City Charter, in the event Minshew is charged with a felony or crime involving moral turpitude, the City shall have no obligation to pay Minshew under paragraph 4(B)(2) unless and until a judgment of acquittal is entered by the Court.
 - (e) Causing the City to be found in violation of law on account of Minshew's gross neglect or willful or intentional conduct.
 - (f) Engaging in misconduct as defined by Section 440.02(18) of the Florida Statutes.

SECTION 5. SALARY/PERFORMANCE EVALUATION

- A.** Effective as of October 1, 2025, Minshew's salary for services rendered shall be One Hundred Twenty-Three Thousand Dollars and Zero Cents (\$123,000.00), payable in bi-weekly installments.

- B. Provided that Minshew receives a satisfactory annual evaluation, effective as of October 1, 2026, Minshew's salary for services rendered shall be One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00), payable in bi-weekly installments.
- C. Provided that Minshew receives a satisfactory annual evaluation, effective as of October 1, 2027, Minshew's salary for services rendered shall be One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00), payable in bi-weekly installments.
- D. Provided that Minshew receives a satisfactory annual evaluation, effective as of October 1, 2028, Minshew's salary for services rendered shall be One Hundred Twenty-Six Thousand Dollars and Zero Cents (\$126,000.00), payable in bi-weekly installments.
- E. Provided that Minshew receives a satisfactory annual evaluation, effective as of October 1, 2029, Minshew's salary for services rendered shall be One Hundred Twenty-Seven Thousand Dollars and Zero Cents (\$127,000.00), payable in bi-weekly installments.
- F. The City will evaluate Minshew annually. Minshew shall be entitled to discuss the evaluation with individual members of the Commission.
- G. The City may otherwise evaluate Minshew as it deems appropriate.

SECTION 6. AUTOMOBILE AND CELLULAR PHONE

A. Vehicle:

- 1. The City agrees to provide Minshew with a City-owned vehicle at no cost to Minshew and to pay for the maintenance, insurance, fuel and all other operational costs.
- 2. Because Minshew, as City Manager, is employed for an annual salary on a 24/7 basis requiring her immediate availability except when on approved vacation, she shall be free to use her City-owned vehicle for personal business as well as for City business to assure her immediate availability; provided, she shall not use the vehicle for personal reasons that are wholly unrelated to City business outside of Hardee County unless approved in advance by the Mayor of the City of Wauchula.
- 3. Minshew shall immediately report to the Mayor and Human Resources Director any accident in which the vehicle is involved.
- 4. Minshew shall be responsible for all income and other taxes that may result from her personal use of the City-owned vehicle.

5. Minshew will not allow anyone other than herself, an employee of the City, or an elected official of the City to drive her City-owned vehicle.

- B. Equipment:** The City shall provide Minshew with a City-owned cell phone at no cost to Minshew, for her use for City business. Minshew shall keep all Commissioners, Department Heads, the City Attorney and the City Clerk advised as to this cell phone number. Minshew shall be available on her City-owned cell phone for City business-related calls on a 24/7 basis.

SECTION 7. VACATION

Beginning on January 1, 2026 and on January 1 each year thereafter, Minshew shall accrue six (6) weeks of paid vacation per calendar year. The use, carryover, and payout of paid vacation shall be as set forth in the City's Personnel Rules and Regulations, as may be amended from time to time (hereinafter referred to as the "PRR").

SECTION 8. SICK LEAVE

The City's policy pertaining to sick leave, as set forth in the PRR, shall apply to Minshew.

SECTION 9. DISABILITY, HEALTH, DENTAL AND LIFE INSURANCE

Minshew shall be entitled to participate, to the same extent and under the same conditions and limitations, in the City's group medical, vision, dental, supplemental Term Life/AD&D and Term Life/AD&D insurance programs to the extent such programs are made available to all other full-time general City employees.

SECTION 10. RETIREMENT

Minshew shall participate in the City's retirement plan for general employees to the same extent and under the same conditions and limitations as all full-time regular general City employees.

SECTION 11. PROFESSIONAL DEVELOPMENT

- A. Dues and Subscriptions:** The City agrees to pay the professional dues and subscriptions which the Mayor approves in advance as being reasonably necessary and desirable for Minshew's participation in national, regional, state, and local associations and organizations and for her development and growth as a manager of the business of the City.

Additionally, the City may elect to pay for any memberships on behalf of Minshew, which the City Commission, in its exclusive discretion, approves in advance.

- B. Conventions:**

1. The City hereby agrees to budget and to pay the registration fees, travel and subsistence consistent with subparagraph (3) below for attendance by Minshew as a member in good standing to the annual meeting or convention of the Florida League of Cities and the Florida City and County Managers Association.
2. Additionally, the City shall pay for all other meetings, seminars and short courses attended by Minshew, which the City Commission, in its exclusive discretion approves in advance. Such expenses will be reimbursed in accordance with City policy.
3. All other expenses shall be reimbursed in accordance with the City policy applicable to all employees.

SECTION 12. INDEMNIFICATION AND COOPERATION

- A. The City shall defend, hold harmless and indemnify Minshew in accordance with applicable law.
- B. In the event of actual or threatened litigation and/or administrative proceedings involving the City which arise out of the operation or actions which occurred or are alleged to have occurred while Minshew was the City Manager of the City of Wauchula, Minshew will, at the City's request and direction, cooperate with the City and its counsel in assisting the City in every legal manner to prevail in said action. The City shall pay Minshew's reasonable travel expenses and subsistence expenses incurred away from her home in assisting the City and its counsel under this paragraph.
- C. Minshew further agrees that unless required by law, she will not cooperate with or assist any party, person, or entity who has, had or may have, or asserts to have any claim of any nature against the City, its agents, officers, employees, City Commission members or representatives, without the express written permission of the City Commission, or its designee.
- D. Minshew shall not disclose any confidential information involving the business of the City to any person or entity without the written permission of the City Commission, or its designee, unless required to do so by law.
- E. Restrictions set forth in subparagraphs C and D above shall not apply in instances of investigations or inquiries of governmental entities with jurisdiction over a claim of a violation of law.
- F. The commitments made in Section 12(B), (C), (D) and (E) above shall survive the termination of this Agreement and be enforceable by the City.

SECTION 13. MISCELLANEOUS

- A. The City's PRR shall apply to Minshew except:

1. When inconsistent with this Agreement or the City Charter.
 2. Sections 11, 12 and 13 pertaining to discipline and employee grievances, or any successor sections or policies relating to discipline and employee grievances, shall not apply to Minshew.
- B.** With respect to her off duty time or requested days off, Minshew will keep the City Commission apprised by contacting and coordinating with Mayor or his designee.
- C.** Minshew shall establish residency within the City limits of the City of Wauchula no later than May 8, 2024, and maintain residence within the corporate boundaries of the City thereafter for so long as she is the City Manager.
- D.** This Agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. No ambiguity in this Agreement shall be construed against any party based upon a claim that the party drafted the ambiguous language. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled a reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is entitled in accordance with applicable law.
- E.** No amendment or variation of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.
- F.** Minshew's rights and obligations under this Agreement are personal and are not assignable; provided, however, in the event of Minshew's death any accumulated but unused benefits to which Minshew's heirs and executors are entitled under the City PRR shall inure to the benefits of Minshew's heirs and executors to the same extent as all other City employees.
- G.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- H.** This Agreement supersedes any and all other understandings or agreements, whether written or oral, and constitutes the complete and full agreement between the parties and may be modified only by a written and signed agreement between Minshew and the City Commission.
- I.** All statutory deductions and other deductions authorized by Minshew shall be deducted from salary and other compensation set forth in this Agreement.

SECTION 14. NOTICE AND CONSENT

Any written or other notice required by this Agreement shall be deemed delivered as follows:

- A. As to the City, when delivered by personal service to the City Clerk at the City Administration Building during the regular business hours of the City, or by Certified or Registered mail to the City Clerk at the City Administration Building, said delivery to be verified by an executed Certified or Registered mail receipt, signed by the City Clerk or the City Clerk's designee.
- B. As to Minshew, by personal service to her or via Certified or Registered mail to her at the most recent mailing address set forth in the City's personnel records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

EMPLOYER:
CITY OF WAUCHULA, FLORIDA

Attest: _____
Stephanie Camacho, City Clerk

By: _____
Richard K. Nadaskay, Jr., Mayor

EMPLOYEE:

By: _____
Olivia Minshew

APPROVED AS TO FORM AND LEGALITY

By: _____
City Attorney

Approved by the Wauchula City Commission at a regular meeting held on September 22, 2025.