

Blackburn, Russ

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EMPLOYMENT AGREEMENT

HUMAN RESOURCES

THIS EMPLOYMENT AGREEMENT (the "AGREEMENT"), effective the 14th day of November, 2016, by and between the CITY OF PORT ST. LUCIE, (the "CITY") acting through the CITY COUNCIL ("CITY COUNCIL"), and RUSS D. BLACKBURN ("EMPLOYEE"), governs the terms and conditions of EMPLOYEE's employment as City Manager.

WHEREAS, CITY desires to retain the services of a City Manager; and

WHEREAS, CITY agrees to employ EMPLOYEE, and EMPLOYEE agrees to accept employment with CITY, in the position of City Manager; and

WHEREAS, it is the desire of CITY COUNCIL to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. EMPLOYEE shall perform the job duties set forth in the job description for the position of City Manager, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall serve at the pleasure of CITY COUNCIL, and shall be an at-will contractual employee of the CITY.

B. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of CITY COUNCIL to terminate the employment of EMPLOYEE at any time, subject only to the provisions set forth in Section XI of this AGREEMENT.

C. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of CITY COUNCIL to cancel this AGREEMENT, subject only to the provisions set forth in Section III (B) or (C) of this Agreement.

D. Nothing in this AGREEMENT shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time, subject only to the provisions set forth in Section III (A) of this AGREEMENT.

III. CANCELLATION OF AGREEMENT.

The parties agree that this AGREEMENT may be canceled in one of the following ways:

A. EMPLOYEE may cancel this AGREEMENT by providing at least Sixty (60) days written notice to CITY COUNCIL of EMPLOYEE's voluntary resignation, unless the parties agree otherwise, in writing. A timely notice of cancellation constitutes a "good standing" separation. EMPLOYEE acknowledges and understands that in the event of a voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CITY COUNCIL may cancel this AGREEMENT in the event EMPLOYEE abandons his position of City Manager. The position will be considered abandoned after unauthorized absences from work for a consecutive period of Three (3) days or Three (3) assigned shifts occur. EMPLOYEE is not entitled to severance pay in the event of cancellation due to abandonment.

C. If EMPLOYEE is convicted of a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law, such charges arising from events and prosecution occurring during the term of this Agreement, CITY COUNCIL shall have the option of canceling this AGREEMENT without being obligated to pay any severance pay.

IV. TERMINATION OF EMPLOYMENT. CITY COUNCIL may, with or without cause, terminate the employment of EMPLOYEE at any time. In accordance with CITY's Charter, prior to CITY COUNCIL's vote to terminate, EMPLOYEE may demand a public hearing to be held (no sooner than Five (5) business days). This demand for public hearing will necessitate a second public meeting to conduct the hearing whereupon, at its conclusion, the vote may occur.

If EMPLOYEE's employment is terminated as set forth in Section II (B) or (C), EMPLOYEE shall be entitled to severance pay as set forth in Section XI. In the event of termination, EMPLOYEE shall also be compensated for all eligible accrued benefits to date, based on the limitations and conditions detailed herein.

V. PERFORMANCE CRITERIA AND EVALUATIONS.

A. At least annually, CITY COUNCIL shall meet with EMPLOYEE to establish performance standards, departmental goals and criteria for a performance evaluation. On or before each annual anniversary date of this AGREEMENT, CITY COUNCIL (or designee) shall, in accordance with criteria previously established, review and evaluate the performance of EMPLOYEE. As used herein and throughout this AGREEMENT, the term "Anniversary Date" shall mean November 21st of each year following the Date of Hire, and the term "Date of Hire" shall mean November 21, 2016.

B. CITY COUNCIL may provide EMPLOYEE with a written performance evaluation and provide an opportunity for EMPLOYEE to discuss the contents thereof with CITY COUNCIL for the purpose of advancing the overall effectiveness of EMPLOYEE in his position.

C. CITY COUNCIL may provide EMPLOYEE with periodic written performance evaluations during the first One Hundred Eighty (180) days of employment as City Manager.

VI. HEALTH, DISABILITY, AND LIFE INSURANCE.

A. CITY agrees to provide disability, accidental death and dismemberment, and life insurance for EMPLOYEE, and to pay the premiums thereon equal to that which is provided to all other CITY employees.

B. CITY agrees to provide comprehensive health and hospitalization insurance coverage, which includes medical, dental, and vision insurance for EMPLOYEE and EMPLOYEE's dependents (if eligible), provided EMPLOYEE pays the required contribution(s), co-payments, and other fees which shall reflect those applicable to other CITY employees.

VII. SECONDARY EMPLOYMENT. EMPLOYEE agrees not to accept any other full-time employment. Subject to the prior written approval of CITY COUNCIL, EMPLOYEE shall be allowed to accept part-time employment, such as the position of adjunct professor, and to accept normal compensation for such endeavors, provided such part-time employment shall be scheduled so as to not interfere with the normal operations of the CITY.

VIII. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

A. SICK TIME. EMPLOYEE shall be granted Ninety-Six (96) hours sick time on his Date of Hire and upon each subsequent Anniversary Date. Said sick time may only be used in accordance with the provisions outlined in the CITY'S Personnel Rules and Regulations. In the event EMPLOYEE separates from his employment pursuant to Section III (B) or (C), or

Section IV, EMPLOYEE shall not be compensated for unused sick time. If EMPLOYEE cancels this AGREEMENT pursuant to Section III (A), said separation shall constitute good standing and compensation for unused sick time will be granted in accordance with the following:

| Years Employed | Payment Percentage |
|-----------------------|---------------------------|
| 5 - 9 | 50% |
| 10 - 14 | 60% |
| 15 - 19 | 75% |
| 20 + | 100% |

Payments are limited to a maximum of One Thousand Forty (1,040) hours.

B. ANNUAL LEAVE. In recognition of EMPLOYEE's willingness to begin serving as City Manager during his relocation to become a resident of the City of Port St. Lucie, as required under Section XII of this AGREEMENT, EMPLOYEE shall accrue Fifteen (15) days of annual leave on his Date of Hire. Thereafter, EMPLOYEE shall accrue annual leave on a bi-weekly basis, using his Date of Hire, as follows:

| Years Employed | Days Accrued Per Year |
|-----------------------|------------------------------|
| 1-3 | 10 |
| 4-9 | 15 |
| 10-19 | 20 |
| 20 + | 25 |

Annual leave may only be accrued to a maximum of Two Hundred Forty (240) regular hours. If EMPLOYEE leaves CITY employment after more than Six (6) months of continuous employment from his Date of Hire, he shall receive payment for any unused accrued annual leave as of the date of separation.

C. COMPENSATORY TIME. EMPLOYEE shall be granted Forty (40) hours of compensatory time upon his Date of Hire and upon each Anniversary Date. Said compensatory time may be used in addition to other approved leaves. No more than Forty (40) hours per year

may be utilized within any Twelve (12) month period, namely the period commencing on November 21st and ending on November 20th the following year. Upon separation from employment with CITY for any reason, including but not limited to retirement, termination or cancellation of the AGREEMENT, EMPLOYEE is not entitled to and will not receive payment for any unused compensatory time balance.

D. PERSONAL DAYS. EMPLOYEE shall be granted Three (3) paid personal leave days upon the Date of Hire and each Anniversary Date. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from CITY employment.

E. BEREAVEMENT, MILITARY AND OTHER AUTHORIZED LEAVES/ABSENCES may be granted pursuant to the CITY's Personnel Rules and Regulations, and in accordance with applicable law.

IX. RETIREMENT. The CITY agrees to pay an amount equal to Ten and One-Half Percent (10.5%) of EMPLOYEE's base pay into the ICMA Retirement Corporation 401(A) or 457 Account. In the event that EMPLOYEE chooses to have retirement contributions placed in the ICMA-RC 401 (A) account, EMPLOYEE shall be deemed to be vested upon his Date of Hire, so long as doing so does not cause the parties to violate provisions of the Internal Revenue Code or other federal law. Said contributions shall coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other managerial CITY employees.

X. SALARY/ALLOWANCES/COMPENSATORY LEAVE.

A. EMPLOYEE's starting salary shall be One Hundred Ninety Thousand Dollars (\$190,000.00) per year, payable in bi-weekly installments. On the first anniversary of EMPLOYEE's Date of Hire, EMPLOYEE's salary shall be increased by up to Five Percent (5%), based upon EMPLOYEE's annual performance review pursuant to Section V(A), but no less than the amount afforded to non-bargaining employees that year. Thereafter, EMPLOYEE shall be eligible for, and/or subjected to, any budgeted salary adjustments based upon annual performance reviews or for other legitimate reasons.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA), EMPLOYEE qualifies for the "EXECUTIVE" employee exemption. As an exempt employee, EMPLOYEE is paid a bi-weekly salary, not subject to minimum wage or overtime provisions of the FLSA. As such, EMPLOYEE shall do all things necessary and required to be available to CITY during the term of this AGREEMENT.

C. AUTOMOBILE EXPENSES. EMPLOYEE will receive mileage reimbursement for use of EMPLOYEE's personal vehicle for local and out-of-area business travel at the CITY rate, which shall annually coincide with the Internal Revenue Service's standard mileage rate.

D. COMMUNICATION EXPENSES. CITY hereby agrees to provide EMPLOYEE a CITY cell phone or similar device for use in the normal conduct of business in accordance with City policy.

E. RELOCATION EXPENSES. CITY shall pay directly for the expenses of moving EMPLOYEE, his family and personal property from Gainesville, Florida to Port St. Lucie.

Moving and temporary housing expense combined shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00). Employee agrees to secure at least Three (3) bids from reputable moving companies for such services, and shall use the lowest responsible bidder. EMPLOYEE agrees to provide receipts for expenses. If EMPLOYEE voluntarily separates from employment with the CITY within the first Two (2) years of employment, EMPLOYEE shall reimburse the CITY on a pro-rated basis for any personal property relocation expenses. Reimbursement of personal property moving expenses shall be paid immediately upon separation from employment.

XI. SEVERANCE PAY. CITY COUNCIL shall grant EMPLOYEE Twenty (20) weeks' severance pay upon termination by CITY COUNCIL pursuant to Section IV.

XII. RESIDENCY. EMPLOYEE shall establish legal residency within the City limits of Port St Lucie no later than Six (6) months from the Date of Hire, and shall maintain such residency throughout his tenure as City Manager.

XIII. GENERAL EXPENSES. CITY COUNCIL recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses, subject to prior approval of CITY COUNCIL and in accordance with CITY policy. A designated employee of the Finance Department is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

XIV. CIVIC CLUB MEMBERSHIPS. CITY COUNCIL recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to CITY COUNCIL for its review and approval a listing of civic organizations for which, if approved, the CITY shall pay all expenses on EMPLOYEE's behalf.

XV. DUES AND SUBSCRIPTIONS. CITY agrees to budget for and pay the 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 participation, growth and advancement for the good of the CITY. Specific examples would include, but not be limited to, the ICMA (International City Management Association) and the FCCMA (Florida City/County Management Association).

XVI. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE's employment not specifically set forth in this AGREEMENT shall be governed by the CITY's Personnel Rules and Regulations for non-bargaining unit employees, provided said provisions are not inconsistent with, or in conflict with, the provisions of this AGREEMENT, CITY Code of Ordinances and/or any law.

XVII. POST-EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally represent another person or entity for compensation before CITY COUNCIL or any CITY board or commission for a period of Two (2) years following EMPLOYEE's separation from employment. However, this post-employment restriction shall not apply to EMPLOYEE's representation of a bargaining unit or any not-for-profit entity serving the needs of the community as may be determined by CITY COUNCIL.

This section shall survive the termination of EMPLOYEE or cancellation or nonrenewal of this AGREEMENT.

XVIII. LIABILITY INSURANCE/INDEMNIFICATION.

A. CITY agrees that EMPLOYEE shall be an insured in the CITY's general liability insurance program.

B. Beyond that required under federal, state, or local law, CITY shall defend, save harmless and indemnify EMPLOYEE against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of EMPLOYEE's duties or responsibilities, unless the act or omission involved willful or wanton conduct by EMPLOYEE. EMPLOYEE may request, and CITY shall not unreasonably refuse, to provide independent legal representation at CITY's expense. Legal representation provided by CITY for EMPLOYEE shall extend until a final determination of the legal action, including any appeals brought by either party. CITY shall indemnify EMPLOYEE against any and all losses, damages, judgment, interest, settlements, fines, court costs, and other liabilities incurred by, imposed upon, or suffered by EMPLOYEE in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of CITY in order for indemnification, as provided in this section, to be available.


XIX. MODIFICATIONS. No change or modification of this AGREEMENT shall be valid unless it is reduced to writing and signed by both parties.

XX. GOVERNING LAW. This AGREEMENT shall be construed in accordance with, and governed by the laws of, the State of Florida and venue for any proceedings brought hereunder shall be in St. Lucie County, Florida.

XXI. SEVERABILITY OF PROVISIONS. If any clause or provision of this AGREEMENT shall be determined to be illegal or to be void as against public policy, the remainder of this AGREEMENT shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this Instrument this _____ day of _____ 2016.


Russ D. Blackburn, EMPLOYEE


Gregory J. Oravec
MAYOR

APPROVED AS TO FORM:


O. Reginald Osenton
City Attorney