

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement made and entered into this 3rd day of May 2024, by and between the **City of Deltona, Florida, located in Volusia County, Florida**, hereinafter referred to as “City” and **Dale Dougherty**, hereinafter referred to as “City Manager”, both of whom understand and agree as follows:

SECTION 1. APPOINTMENT

WHEREAS, the City desires to retain the City Manager to serve the City Commission in accordance with Section 6, of the City’s Charter for an indefinite term; and

WHEREAS, the City and the City Manager desire to establish those benefits and conditions of employment regarding the City Manager’s employment; and

WHEREAS, except as otherwise specifically provided herein, the City Manager shall have and be eligible for the same benefits as are provided to all general employees of the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City Commission and the City Manager agree as follows:

SECTION 2. EMPLOYMENT AND DUTIES

The City Commission hereby agrees to hire the City Manager, with an effective start date of June 10, 2024. The City Manager shall serve at the pleasure of the City Commission and shall have the power and authority to perform those duties set forth in the City Charter, and further shall perform such other duties as may be prescribed by the City Commission which are legally permissible and consistent with the provisions of the Commission-Manager form of government, as well as the City Ordinances, Policies, and Resolutions of the City Commission.

- A. Noninterference: Except for the purpose of inquiry and information, the Commission and its members, including committees thereof, are expressly prohibited from interfering with the performance of the duties of any City employee who is under the direct or indirect supervision of the City Manager. Such action shall be malfeasance within the meaning of Florida Statutes.
- B. The City Manager will not have a set work schedule. The City Manager acknowledges that the duties and hours of the City Manager’s position will be variable and will require work after the City’s regular business hours, and on nights, weekends, and holidays. The City Manager hereby agrees that he shall faithfully and fully endeavor to devote, on a full-time basis, his best efforts and the time and energy necessary to fully perform the duties of the position.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the employment of the City Manager at any time, subject to the provisions of Section 3 of this Agreement.

- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time, subject to the provisions of Section 5 of this Agreement.

SECTION 3. TERMINATION BY THE CITY

This Agreement is for an indefinite term, but in accordance with Charter Section 6(1)(b), the City Manager shall be removed from office only by a super-majority of five (5) votes of the full commission. City Manager recognizes that Florida is an at-will employment State.

- A. If the City Manager's employment is terminated by the City Commission with cause, the City Commission shall not be required to pay any severance allowance to the City Manager or any other salary, compensation, or benefits after the effective date of termination. For the purposes of this paragraph, the term "with cause" shall mean conviction of a felony involving moral turpitude; neglect of duty; malfeasance, misfeasance, or nonfeasance while in office. Pursuant to Florida Statute Chapter 112 Code of Ethics.
- B. If the City Commission, citizens, or legislature acts to amend any provisions of any mechanism pertaining to the role, powers, duties, authorities or responsibilities of the City Manager's position, the City Manager shall have the right to declare that such amendments constitute termination, thereby allowing the City Manager to receive all benefits available for a termination without cause.
- C. The term of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein, or a new employment agreement has been negotiated and entered into between the City Manager and the City Commission.

SECTION 4. SEVERANCE PAY

In the event the City Manager is terminated by the City Commission, the City agrees to pay the City Manager his salary, all stated benefits in Sections 7 through 13 of this Agreement, accrued benefits, and retirement payments for twenty (20) weeks from the final date of termination. The City Manager has the option to accept full payment of severance and benefits immediately, receive the benefits bi-weekly as normal, or to defer payment to a future date.

- A. For termination without cause, including the lack of confidence of a super-majority of five (5) votes of the full commission, as required by the charter, the City Manager shall be entitled to receive his severance pay as described above.
- B. In the event the City Manager resigns following a super-majority of five (5) votes of the full commission, as required by the charter suggesting to him that he resign, then the City Manager may, at his option, deem himself to be "terminated", and the City Manager shall be entitled to receive his severance pay as described above.

SECTION 5. RESIGNATION BY THE CITY MANAGER

In the event the City Manager resigns his position (unless such resignation is pursuant to Section 4(B) hereinabove) with the City, the City Commission shall have no obligation to pay a severance payment, other than his due salary and stated benefits accrued as of the date of final resignation. The City Manager shall give the City Commission at least 30 days' written notice in advance, unless waived by the City Commission at its sole discretion.

SECTION 6. INVOLUNTARY TERMINATION

City Manager has relied upon the provisions of the Municipal Code upon entering into this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation, and benefits. In the event the City Commission adds, deletes, or amends the Municipal Code, and such addition, deletion, or amendment is inconsistent with the terms of this Agreement and the City Manager's role, powers, duties, authority, responsibilities, compensation, and benefits as currently provided, then the City Manager shall have the right to give the City Commission notice that such amendment(s) constitute a request by the City Commission for the City Manager's involuntary termination, forcing a situation in which the City Manager may involuntarily resign. Therein the City agrees to pay the City Manager his severance pay, salary, stated benefits, accrued benefits, and retirement payments in compliance with Section 4 of this Agreement.

SECTION 7. COMPENSATION

The initial base salary of the City Manager shall be \$215,000.00 per annum. Upon the City Manager's one (1) year anniversary, his salary shall be raised to \$225,000.00 annum. The salary shall be payable consistent with current city procedures.

- A. The City Manager will be provided with an automatic minimum of a 4% annual salary increase, on his annual hire date except for the first anniversary wherein a \$10,000.00 increase has been stipulated in 7A. Hereinabove, pending at least a satisfactory performance evaluation by the City Commission in accordance with Section 14. Failure to perform the annual evaluation will automatically constitute a satisfactory evaluation of the City Manager, providing for the annual increase on his anniversary date. The City Manager's annual salary increase may be suspended in a year where the general city employees do not receive an annual salary increase for that year.
- B. In addition to annual salary increases, the City Commission may increase the salary or pay bonuses as additional compensation to the City Manager at any time during any year. The payment and the number of additional bonuses, if any, shall be at the sole discretion of the City Commission, but in no event shall the City Manager be paid less than his present salary and bonuses.

SECTION 8. AUTOMOBILE AND TECHNOLOGY

- A. The City will provide the City Manager exclusive use of a city vehicle and the City Commission will be responsible for all maintenance, repairs, gas, insurance and other costs associated with usage of the City vehicle.

- B. Upon the City Manager's one (1) year anniversary, in lieu of a city vehicle, the City agrees to provide the City Manager with a \$650.00 per month vehicle allowance for the City Manager's exclusive use. The City Manager shall be solely responsible for the purchase, operation, repair, maintenance, insurance, and other costs associated with the ownership and operation of his vehicle. The City Manager would still be eligible for car rental reimbursement or mileage for city business conducted outside of a one-hundred-mile radius of the City.
- C. The City Commission also agrees to provide the City Manager with a \$125.00 per month cell phone allowance for the City Manager's exclusive use. The City Manager shall be solely responsible for the purchase, repair, and other costs associated with the ownership and operation of the phone.
- D. To work externally and when out of town, a mobile laptop and a tablet computer will be made available for the City Manager's exclusive use, returnable to the City upon resignation or termination.

SECTION 9. HOLIDAYS AND EXECUTIVE LEAVE

The City Manager shall be entitled to all paid holidays which are normally observed by the regular full-time employees of the City. Executive leave days shall be given to the City Manager in lieu of vacation, sick, personal, and administrative leave days. The City Manager shall receive upon his appointment, forty-five (45) paid executive leave days. The City Manager shall then receive forty-five (45) paid executive leave days on his annual hire date. A maximum of one hundred (100) executive leave days may be carried over each year, with the remaining days to be used or paid out. Upon termination of this employment Agreement, either voluntary or involuntary, the City Manager shall be entitled to the full cash payment of accumulated, unused executive leave days, at his last existing rate of pay.

SECTION 10. INSURANCE

Upon commencement of employment, the City shall immediately provide the City Manager with health care benefits for hospitalization, surgical, comprehensive medical care, eye care, dental costs, and a prescription plan at the full cost to the City. The City agrees to pay 100% of the monthly premium cost for the City Manager health care, eye care, dental care, and prescription coverage as listed above. The City will contribute \$2,500 to a Flexible Spending Account (FSA) upon the City Manager start date, and at the beginning of every calendar year consistent with the process for general employees. The City also agrees to purchase and pay the required premiums for a term life insurance policy for the City Manager in an amount equal to \$400,000.00. The City Manager shall designate the beneficiary of such a policy. The City additionally agrees to put in force for the City Manager, and to make the required premium payments for a short-term and long-term disability insurance policy. Upon termination, each of these insurance benefits will continue during the severance period of twenty (20) weeks. The City Manager will pay all costs for his spouse and dependents as is currently offered to other City Employees and their spouses and dependents.

SECTION 11. DEVELOPMENT AND ACTIVITIES

The City Commission agrees to budget for and to pay for professional dues and subscriptions, necessary for the City Manager to continue his full participation in national, regional, state, and local associations (including ICMA), and organizations necessary and desirable for his continued professional participation growth, and advancement, and for the good of the city. The City shall pay for, or reimburse the City Manager, for all costs of attending national, state, and local conferences, as well as meetings and seminars, including registration, travel (flight, car rental, and/or mileage), and per diem costs. The City Commission acknowledges the value of having the City Manager participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to enable the City Manager to become an active member of local civic clubs or organizations. The City Manager shall not be required to use any leave or vacation time when participating in professional development activities. The City Commission also agrees to allow the City Manager to undertake other activities such as speaking engagements, writing, teaching, consulting, etc., provided that these services do not conflict or interfere with his professional responsibilities to the city. The City Manager is also permitted to serve on any local or nationally appointed or elected boards and committees that are not politically affiliated.

SECTION 12. OTHER BENEFITS

The City Manager shall be entitled to the highest level of insurance and/or benefits enjoyed by and/or available to department heads, and/or general employees of the City, except as otherwise provided to the City Manager by the terms of this agreement herein.

- A. As a one-time expense, the City shall reimburse the City Manager for necessary and reasonable expenses incurred in moving and relocating the City Manager's family and belongings, including moving services, supplies, storage, related lodging, and meals, as well as house hunting expenses including travel, lodging, and meals, provided that the one-time amount reimbursed by the City shall not exceed \$20,000.00. If the City Manager voluntarily resigns from the City within 2 years the total costs of moving expenses shall be deducted from the City Manager's contract payouts.

SECTION 13. RETIREMENT

The City Commission agrees to make the required employer and employee annual contributions for the City Manager, in the Senior Management Service Class of the Florida Retirement System, as he is eligible to receive the benefits of the City's defined benefit retirement system.

SECTION 14. PERFORMANCE EVALUATION

The City Commission shall review the performance of the City Manager within 30 days prior to his annual hire date for each year. The City Manager's review and evaluation shall be in accordance with specific criteria developed by the City Manager and approved by the City Commission. Said criteria may be amended by the City Commission, from time to time, determined in agreement with the City Manager. Further, the City Commission, through the City Clerk, shall provide the City Manager with a written summary of the evaluation results. The City Manager will be provided with an adequate opportunity to discuss the performance evaluation

results with the City Commissioners. Failure of the City Commission to perform the annual evaluation will not impede the City Manager from receiving an annual increase.

SECTION 15. NO REDUCTION OF BENEFITS

The City Commission shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the City Manager unless as provided in Section 7B of this Agreement.

SECTION 16. RESIDENCY

In compliance with the City Charter Section 6(2)(a), the City Manager agrees to residency within Volusia County or within 25 miles of the city boundary within twelve months following his commencement of responsibilities as the City Manager.

SECTION 17. INDEMNIFICATION

The City shall defend, indemnify, save, and hold harmless the City Manager against any tort, civil rights, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and performance of the City Manager's duties.

The City Manager recognizes that the City shall have the right to compromise and settle any claim or suit so long as such settlement contains no admission of liability or wrongdoing by the City Manager. Further, the City agrees to pay all reasonable litigation expenses of the City Manager throughout the pendency of any litigation to which the City Manager is a party, witness or advisor to the City which may arise out of the course and scope of his employment. The City Manager's right to indemnification hereunder shall survive the termination of this Agreement. If any claim or cause of action shall arise after the City Manager has left his employment with the City, or if during any term of litigation, he has moved out of the region, such indemnification shall include reasonable travel expenses and costs of lodging, if necessary.

SECTION 18. BONDING

The City shall bear the full cost of a faithful performance blanket position bond, or other bonds required of the City Manager.

SECTION 19. COMPLETE AGREEMENT

- A. This Agreement embodies the complete agreement between the parties.
- B. There are no inducements, promises, terms, conditions, or obligations made or entered into by the parties other than as contained herein.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of City Manager.

- D. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the Employer's policies, ordinances, or rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions.
- E. 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.
- F. This Agreement may not be modified or changed in any way whatsoever except by written agreement of the parties.

IN WITNESS WHEREOF, the City Commission has caused this Agreement to be signed and executed on its behalf by its Chief Elected Official and duly attested by its Clerk, and the City Manager has signed and executed the same.

WITNESSES:

CITY OF DELTONA, FLORIDA

Santiago Avila, Mayor

Joyce Raftery, City Clerk

May 3, 2024

Date

Dale Dougherty