

CITY MANAGER EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this 25th day of July, 2022, by and between the City of Alachua, a municipal corporation located in Alachua County, Florida, hereinafter called the "City," and Mike DaRoza, hereinafter called "Employee," both of whom understand, covenant and agree as follows:

RECITALS:

WHEREAS, Employee currently holds the position of Interim City Manager of the City;

WHEREAS, Employee has been employed for approximately five years, all in executive positions with the City, including Assistant City Manager and for the past year as Interim City Manager;

WHEREAS, the City desires to employ the services of Employee as the City Manager of the City of Alachua, as provided by Article 4, of the City of Alachua Charter;

WHEREAS, it is the desire of the City Commission of the City of Alachua (hereinafter, the "Commission") to provide certain benefits, establish certain conditions of employment, and set working conditions for Employee;

WHEREAS, it is the desire of the Commission to: (1) secure and retain the services of the Employee and to provide inducement for him to remain in such employment in order to, among other things, provide administrative support to the Commission; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future job security and financial well-being; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties, defined as being unable to carry out his duties for a continuous period of sixty days or when the City may desire to otherwise terminate his employment;

WHEREAS, Employee desires to accept such employment as City Manager of said City;

WHEREAS, it is in the best interest for the health, safety, and welfare of the citizens to have a City Manager, and

NOW, THEREFORE in consideration of the mutual covenants in this Contract, the City and Employee agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated as material portions of this Contract.

Section 2. Terms.

A. The duration of this Contract shall commence and be effective as of July 26, 2022, through and including July 25, 2025, unless extended in writing by the City and Employee.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Commission to terminate the services of the Employee as City Manager at any time upon two weeks notice to Employee with or without cause. If Employee is terminated, Employee shall be entitled to 20 weeks of severance pay calculated at the Employees current salary, along with any other accrued time off such as sick, annual, administrative and personal time in an amount that is allowed upon an employee's separation from the City provided, however, if the Employee is fired for misconduct as defined in Section 443.036(29), Fla. St. (2021), Employee shall not be entitled to any severance pay.

C. Employee further agrees neither to accept nor to become employed by any other employer until after the termination of this Contract. The term "employee" as it is used in this paragraph, shall not be construed to include occasional part-time teaching, writing or consulting performed during Employee's time off or with the consent of the Commission.

Section 3. Duties. City agrees to employ Employee as City Manager of the City to perform the functions and duties specified by Article 4 of the City Charter and to perform such other legally permissible and proper duties and functions as the Commission may direct from time-to-time. To the extent deemed reasonable and in accordance with the respective roles of the City Commission and the City Manager as defined in the Charter, the Commission agrees that all official communications with City employees will be directed to and through the City Manager.

Section 4. Salary. As of the effective date of this Contract, City agrees to pay Employee for his services under this Contract in the amount of ONE HUNDRED AND FORTY-SEVEN THOUSAND DOLLARS per year (\$147,000.00), plus benefits, payable in installments at the same time as other employees of the City are paid from the effective date of this Contract through December 31, 2023. The Employee shall be automatically given any across the board salary increases or benefits given to other employees of the City.

Section 6. Hours of Work. It is recognized that Employee must devote a great deal of time outside normal office hours to the business of the City and, accordingly, the Employee shall have flexible work hours.

Section 7. Reviews. No later than August 30th of each year of this Contract, commencing August 30, 2023, the Commission shall conduct an annual review of the Employee's performance as City Manager utilizing the customary forms historically used for the City Manager's review. The forms shall be filled out by the Commissioners of the City prior to the City Commission meeting and the review shall be conducted at the City Commission meeting. The review shall be used to determine any merit pay increase for Employee which shall go into effect on January 1st of the following year, subject to appropriations being available in the City's annual operating budget. The amount of the merit increase, if any, shall be in direct correlation to the overall rating on the Employee's review. At the time of the Employee's review which takes place immediately preceding the expiration of the term of this Contract, the Commission may offer Employee an extended contract as City Manager, advise the Employee that the City will not extend his contract as City Manager or advise Employee that the City will conduct a search for City Manager and will consider his application in conjunction with the search if he so wishes.

Section 8. Automobile. City shall provide an automobile for Employee's use in the performance of his duties and personal use, and to be based at his residence during non-normal hours of business. City shall be responsible for paying liability, property damage and comprehensive insurance, as well as the purchase, operation, maintenance, repair and replacement of said automobile.

Section 9. Professional Development/Education/Memberships. The City encourages the continuing professional development, education and civic involvement of its City Manager. The City agrees to pay for dues, memberships and subscriptions for the Employee for participation in national, state, and local associations and organizations which are desirable for him to continue his professional participation, growth, and advancement. These organizations include, but are not limited to, The International City Management Association and The Florida City/County Management Association.

The City also agrees to budget and pay for the travel and subsistence expenses, dues and related reasonable costs for Employee for travel in his professional capacity for meetings and

activities in order to continue the professional development of Employee and to pursue necessary official and other functions on behalf of the City including, but not limited to: The Annual Conference of the International City Management Association, Florida City/County Management Association, and such other national, regional, state and other local government groups or committees thereof which Employee serves as a member, provided budgeted funds are available. The City also recognizes that the City Manager's participation in local groups and activities are also of benefit to the City and will pay for the Employee's reasonable participation and membership in such groups. The City also agrees to pay for the Employee to continue his professional development and education related to his position as City Manager through things such as seminars and specialized classes which he may attend in person, via electronic means or by video. The City shall annually budget the sum of Ten Thousand Dollars to pay for the above expenses without further Commission approval.

Section 10. Health, Dental, Vision and Life Insurance. City agrees to provide and pay the premium for Employee's family coverage for health, dental, and vision insurance through the City's plan and continue to pay for this coverage for Employee.

Section 11. Additional Terms and Conditions of Employment.

A. The Commission shall fix such other 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 the provisions of this Contract, Article 4 of the City Charter, City of Alachua, or any other law and are incorporated into this Contract in writing.

B. All regulations and rules of the City of Alachua pertaining to vacation and sick leave, holidays and other fringe benefits and working conditions as they now or hereinafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated in this Contract specifically for the benefit of Employee.

C. Employee will be reimbursed for expenses incurred in service to the City upon submittal of receipts and a request for reimbursement. Employee shall continue to be permitted the use of a City cell phone in accordance with the applicable cell phone contract plan for it, along with a City issued laptop and tablet.

Section 12. Waiver of Residency Requirement. In recognition of the requirement under Article IV-Administrative, Section 4.01 of the City of Alachua Charter, by entering into

this Contract, the Commission agrees in writing to allow Employee, as the City Manager, to reside outside the City limits of the City of Alachua. In doing so, the Commission recognizes the Employee's long-standing relationship and interactions within the City including, but not limited to, attending high school in the City, working in the City for over 30 years, belonging to, participating in, and volunteering with various civic and other organizations located in the City.

Section 13. General Provisions.

A. The text herein shall constitute the entire agreement between City and Employee.

B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Contract shall be effective upon approval and signing by City and Employee.

D. In the event any ambiguity or question of intent or interpretation arises, this Contract shall be construed as if jointly drafted by City and Employee and no presumption, inference, or burden of proof shall arise favoring or disfavoring either party by virtue of authorship of any or all of the Contract provisions. City and Employee each represent and agree that they have had the opportunity to seek the advice of legal or any other professionals in regard to the drafting, terms and execution of this Contract.

E. If any provisions or portion of this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portions of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Alachua has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its Deputy City Clerk or other legal representative, and the Employee has signed and executed this Contract the year and day first above written.

Attest:

City of Alachua:

LeAnne Williams, Deputy City Clerk

Gib Coerper, Mayor

Employee:

Mike DaRoza