

CITY MANAGER EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this 28th day of July, 2014

by and between the City of Alachua, State of Florida, a municipal corporation, hereinafter called the "City," and Traci L. Cain, hereinafter called "Employee," both of whom understand as follows:

RECITALS:

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

WHEREAS, the City desires to continue 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 to provide certain benefits, establish certain conditions of continued employment of Employee as City Manager, and set working conditions for Employee;

WHEREAS, it is the desire of the City Commission to: (1) secure and retain the services of the Employee and to provide inducement for her to remain in such employment in order to, among other things, provide administrative support to the City 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 she may be unable to fully discharge her duties, defined as being unable to carry out her duties for a continuous period of sixty days or when the City may desire to otherwise terminate her 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 into this Contract.

Section 2. Term:

A. The duration of this Contract shall commence and be effective as of July 28, 2014, and shall be effective through and including September 30, 2018, unless changed in writing by the City and Employee.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the Employee as City Manager at any time upon two weeks notice from the Commission. In the event the Commission terminates Employee because of a conviction of an illegal act involving personal gain to her, the Employee shall not be entitled to any severance pay set forth in Section 4 below.

C. Employee agrees neither to accept nor to become employed by any other employer during the term of this Contract. The term "employed" 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.

Section 3. Duties: City agrees to employ Employee as City Manager of 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 City 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 City Commission agrees that all official communications with City employees will be directed to and through the City Manager.

Section 4. Termination and Severance Pay:

A. In the event the Employee is terminated by the City Commission before expiration of this Contract, and during such time Employee is willing and able to perform the duties of City Manager, then the City agrees to pay Employee a lump sum cash payment equal to twenty (20) weeks aggregate salary (plus up to 200 hours accrued sick leave and all accrued annual leave) and continue health insurance benefits under Cobra for three (3) months provided that in the event Employee is terminated because of her conviction of any illegal act involving personal gain to her and/or a conviction of a felony, the City shall not have any obligation to pay the Employee the six (6) months severance sum and Cobra insurance benefits.

B. In the event the City, at any time during the term of this Contract, reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event the City refuses, following written notice,

to comply with any provision benefitting Employee herein, or the employee resigns following a suggestion, whether formal or informal, by the City Commission that she resign, in that event, employee may be deemed terminated at the date of such reduction or such refusal to comply with the meaning and context herein in accordance with the severance pay provision in section 4 A. above.

Section 5. Salary: As of the effective date of this Contract, City agrees to pay Employee for her services under this Contract in the amount of One Hundred Eighteen Thousand Four Hundred Fifteen Dollars per year (\$118,415), plus benefits, payable in installments at the same time as other employees of the City are paid. 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 to that end Employee will be allowed to take compensatory time off during normal office hours. Prior to taking any time off, however, the Employee shall provide notice to the Mayor and City Commission of the days she will be out and Employee shall delegate authority to properly execute the office of the City Manager in her absence to a qualified employee of the City.

Section 7. Review: During the term of this Contract, the City Commission shall conduct a review of the Employee's performance as City Manager utilizing the customary forms historically used for the City Manager's review. This review shall be completed prior to August 31st of each year. The forms for this review shall be filled out by the Commissioners prior to the City Commission meeting and the review shall be conducted during a City Commission meeting. The review shall be used to determine any merit pay increase for Employee. Any merit pay increase for Employee shall be incorporated into the City's budget for the next fiscal year and go into effect on October 1st following the review.

Section 8. Automobile: City shall provide an automobile for Employee's use in the performance of her duties and personal use, and to be based at her 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 this automobile.

Section 9. Professional Development: The City encourages the continuing professional development of its City Manager. The City agrees to pay for professional dues and subscriptions

for the employee necessary to continue and participate in national, state, and local associations and organizations which are necessary and desirable for her to continue her professional participation, growth, and advancement, all of which are good for the City. The following organizations meet the above requirements and, with the availability of budgeted funds, the City will pay for the Employee's membership and participation in:

- A. The International City Management Association; and
- B. The Florida City/County Management Association

The City also agrees to budget and pay for the travel and subsistence expenses for Employee for professional and official travel, meetings, and occasions in order to continue the professional development of Employee and to pursue necessary official and other functions for 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.

Section 10. Civic Club Memberships: The City recognizes the desirability of representation in and before local civic and other organizations; however, before the City Manager becomes a member with the expectation of the City to pay for it, a request for funding shall be presented to the City Commission for approval.

Section 11. Education: City agrees to pay for the Employee to continue her education at an accredited college or university, including but not limited to tuition, books, fees, and other related expenses not to exceed Eight Thousand Dollars (\$8,000) in any one fiscal year, provided budgeted funds are available.

Section 12. Health, Dental, Vision and Life Insurance: City agrees to provide and pay the premium payment 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 13. Additional Terms and Conditions of Employment:

A. The City 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.

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. In addition, employee may elect to use up to the maximum of 600 hours of sick leave as personal leave counting backward from the retirement date in lieu of being paid a lump sum payment for 600 hours sick leave.

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 cell phone in accordance with the applicable cell phone contract plan for it.

Section 14. Waiver of Residency Requirement: In recognition of the requirement under Article IV-Administrative, Section 4.01 of the City Charter, by entering into this Contract the City Commission hereby agrees, in writing, to allow the Employee as the City Manager to reside outside of the City limits. In doing so, the Commission recognizes the Employee's life-long connections with the City of Alachua. It is because of the Employee's long-term close ties to the City and integral knowledge of the workings of the City government that the Commission deems it to be in the best interest of the City to waive this residency requirement.

Section 15. 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 the only contract between the City and Employee. This Contract takes the place of that certain Contract between the City and Employee effective January 10, 2011..

D. In the event an 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.

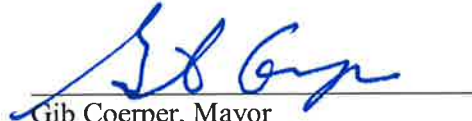
E. If any provisions or portion of this Contract are held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portions of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

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:



Alan Henderson
Deputy City Clerk
City of Alachua



Gib Coerper, Mayor
City of Alachua

Approved as to form:



Marian B. Rush
City Attorney
City of Alachua



Traci L. Cain
Employee