

CITY MANAGER EMPLOYMENT CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2018, by and between the City of Alachua, State of Florida, a municipal corporation, hereinafter called the "City," and Adam Boukari, hereinafter called "Employee," both of whom understand as follows:

RECITALS:

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

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 to provide certain benefits, establish certain conditions of employment, 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 him 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 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 into this Contract.

Section 2. Term and Effective Date.

The duration of this Contract shall commence and be effective as of May 4, 2018, through and including May 3, 2023, unless extended in writing by the City and Employee.

Section 3. Termination and Severance Pay.

A. 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, provided that Employee shall have the right to reinstatement set forth in Section 5 below, which is not in contravention of Article 4 of the City Charter. In the event the Employee does not exercise a right to reinstatement, the Employee shall be entitled to a lump sum cash payment equal to 20 weeks aggregate salary as severance pay, and in addition up to 280 hours accrued sick leave, all accrued annual leave, and continue health insurance benefits under COBRA for a period of three (3) months. In the event the Commission terminates Employee because of a conviction of an illegal act involving personal gain or for misconduct as defined in Section 443.036(29), Fla. St. (2018), the Employee waives and shall not have any right to reinstatement as set forth in Section 5 below, any severance pay or any other benefits set forth in this paragraph, or otherwise in this Contract.

B. 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 4. 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 5. Right of Reinstatement.

The City and Employee agree that Employee shall have the right to exercise an option for reinstatement to the position of Assistant City Manager at any time during the first 12 months of this Contract. It is agreed that should Employee exercise this right of reinstatement, he shall provide thirty (30) days advance written notice of his exercise of this option, however, the thirty (30) days' notice by Employee is waived if Employee is terminated as City Manager pursuant to Section 3.A. above. It is further understood that upon either the expiration of or termination of this Contract or the termination of the Employee as City Manager, Employee shall have thirty (30) days to exercise his right of reinstatement. If Employee is reinstated to the position of Assistant City Manager, it shall not be deemed either to be a break in his service to the City or a demotion, and shall be at a rate of pay that is at least five per cent higher than his compensation immediately prior to this Contract, plus all increases provided to other City employees from the effective date of this Contract until the time of any reinstatement.

Section 6. 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 THIRTY EIGHT THOUSAND DOLLARS per year (\$138,000.00), plus benefits, payable in installments at the same time as other employees of the City are paid. Annually, the Employee shall be automatically given any across the board salary increases or benefits given to other employees of the City.

Section 7. 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 8. Reviews.

No later than August 30, 2019, and each August 30th thereafter, 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. The forms shall be filled out by the Commissioners prior to the City Commission meeting and the review shall be conducted at the City Commission meeting. The result of the review shall be used to determine any applicable

merit pay increase for Employee which shall go into effect the first pay period of October, following each annual review, subject to appropriations being available in the City's annual operating budget. The amount of any merit increase shall be in direct correlation to the overall rating on the Employee's review.

Section 9. 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 10. 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 him to continue his professional participation, growth, and advancement, all of which are good for the City. 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, subject to appropriations being available in the City's annual operating budget.

Section 11. 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 12. Education.

City agrees to pay for the Employee to continue his education, including but not limited to tuition, books, fees, and other related expenses in pursuing a Master's Degree. In the event Employee ceases to be City Manager, his educational expenses will be paid for those course(s) in

which he is currently enrolled.

Section 13. Health, Dental, Vision and Life Insurance.

The City agrees to provide and pay the premium payment for Employee's health coverage for health, dental, vision and life insurance through the City's plan and continue to pay for this coverage for Employee. Should the Employee become eligible for family coverage, the City agrees to pay the premium payment for the Employee's family coverage, including health, dental, and vision insurance.

Section 14. 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.

C. Employee will be reimbursed for expenses incurred in service to the City upon submittal of receipts and a request for reimbursement.

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. 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.

D. 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:

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

Adam Boukari
Employee